CASES REPORTED THIS WEEK.

In the Solicitors' Journal.

Bankes v. Small 591
Bosville v. The Attorney-General.. 593
Burgess, Ex parte, Re Burgess .. 593
Foli v. Devonshire Club 592
Gregson, Re, Christison v. Bolam.. 592
Magnus v. The Queensland National Bank 591
Oakey & Sons v. Dalton 591
Richards, Re, Shenstone v. Brook. 592
Sheppard v. The Scinde, Punjaub, and Delhi Railway Co. 591
Symonds v. Symonds..... 591

In the Weekly Reporter.

"Arina," The 654
Archer v. Calcraft 651
Auld v. Glasgow Working Men's Building Society 638
Barnett, Hoares, & Co. v. South London Tramways Co. 640
Charles v. Jones 645
Colonial Insurance Co. of New Zealand v. Adelaide Marine Insurance Co. 636
Cooke v. Eshelby 639
Deering v. Bank of Ireland 634
Jackson, In re, Smith v. Sibthorpe 646
Jacobs v. Dawkes..... 649
Jones, In re 649
Lovering, Ex parte, In re Aylsford 653
North and South-Western Junction Railway Co. v. Brentford Union 640
Reg. v. Lloyd 623
Reg. v. Recorder of Wolverhampton 650

The Solicitors' Journal and Reporter.

LONDON, JULY 2, 1887.

CURRENT TOPICS.

We are requested to state that Mr. Justice Cave does not intend to commence the hearing of the civil cases at the ensuing Maidstone Assizes before Monday, the 11th of July.

Mr. Henry John Walker, the District Registrar at Manchester of the High Court of Justice, has been appointed a Taxing Master of the Supreme Court, in succession to Mr. Wainewright. Mr. Walker was admitted a solicitor in Trinity Term, 1867.

We are glad to learn that Master Brewer, though still suffering from bruises, is recovering satisfactorily from the effects of the accident which recently befell him; but, acting on the advice of his medical attendant, it is probable that he will not resume his duties until after the Long Vacation.

It is stated that in all probability several of the courts will be closed on Monday next in consequence of the irrepressible desire of learned judges to be present at the Imperial Institute ceremony. If this practice is to continue, it will be desirable that a few words should be added at the end of R. S. C., 1883, LXIII., 2, providing that it shall not be necessary for the courts to sit "on any day on which the Queen appears in public."

The Land Transfer Bill passed through committee in the House of Lords on Monday evening last. The main amendments introduced have the following effect:—*Clause* 20 (1) (Insurance Fund) now gives the injured party a direct claim on the fund without the necessity of proceeding against any private delinquent first. *Clause* 21 (Restoration of Land) now directs the court to restore wrongly registered land to its rightful owner as a matter of course, except on special cause shewn to the contrary, leaving the wrongly registered proprietor to be compensated out of the fund. *Schedule* 1 (Insurance Fund).—No insurance fee will be payable on marriage or other family settlements, though for value, and in case of improved value, a proprietor may increase his insurance at any time. We understand that the real property clauses are being subjected to considerable revision with a view to carrying out more effectually the general policy of the Bill; what the alterations are will not probably appear till Monday next.

The Bill for the Registration of Deeds of Arrangement introduced by Sir A. K. Rollit, to which we referred on a previous occasion (*ante*, p. 437), has now passed the House of Commons with amendments, so that, in some form or other, it will probably be placed upon the statute-book this Session. The chief amendments effected in the Bill in Committee of the House of Commons are upon the two points on which we commented, and we observe that our suggestions have been adopted by striking out the limitation of the Bill to traders, thus making it applicable to non-traders as well, and by the omission of the clause making it penal for a debtor entering into an unregistered deed of arrangement to obtain credit to the extent of £20 or upwards from any person within two years from the date of the deed without informing such person of the nature and effect of the deed. Beyond this, the Bill, which originally was made to extend to England and Wales only, has been made to apply to Ireland as well, Scotland only being now excluded. The rest of the amendments in committee are, more or less, of a verbal nature merely.

The news which has leaked out that a majority of the judges have agreed to a scheme under which the number of assize towns for civil business will be limited to two on each circuit, has naturally caused great excitement among the common law bar. Meetings of members of circuits are being held upon the subject, and the Home Secretary has this week been plied with questions upon it. The apprehension was widely entertained that the sweeping changes proposed would be carried out by an Order in Council under section 23 of the Judicature Act, 1875, which would be quietly laid on the table of the House after the legal members had left town to go on circuit, and after slumbering unobserved for forty days would become law. The replies given to the questions in the House of Commons were mostly evasive and mysterious, but at length Mr. W. H. Smith was driven into giving a pledge that there would be "no rash adoption of any such rule as that referred to," and he added that probably it would not take effect during the present summer. It seems likely that the judges and the Government will have to reckon, not merely with the bar, but with the solicitors, authorities, inhabitants, and representatives in Parliament of the thirty-two counties which, if report speaks truly, it is proposed to deprive of civil assizes, and not only with them, but also with the jurors for London and Middlesex, on whom it seems to be proposed that an increased burden should be thrown. So far as can be judged from the statements which are prevalent, the judges' scheme seems to go beyond the requirements of reasonable reform, and to be constructed more in the interests of the bench than of the public.

Mr. Dart's death, following with lamentable rapidity his retirement from practice, has removed a man of great and varied gifts. There is no need to say anything to our readers of his eminence as a lawyer; for years and years he was the Conveyancing Cadi, sitting above, instead of beside, the gate of New-square, and settling with marvellous rapidity and curtness the disputes of vendors and purchasers and draftsmen of instruments. The attempt made by the Legislature to infringe his monopoly by the invention of the summons under the Vendor and Purchaser Act, 1874, had, we believe, little effect on the business in his court; it was obviously as impossible to imitate the promptness of decision, unembarrassed by the necessity for explaining the grounds of decision, which characterised the New-square tribunal, as it was to discover a judge who, like Mr. Dart, was thoroughly familiar with every detail of conveyancing practice and every point of real property law. Mr. Dart was, however, much more than the successor of Duval and Christie; he was an accomplished scholar and a poet. In early life he won the Newdigate prize for English verse with a poem on "The Exile of St. Helena," and in 1865 he published a translation of the Iliad in hexameter verse, which, we believe, met with very favourable notice from such a critic as the late Dr. Whewell. The proofs were revised (or should we say "settled"?) by another eminent conveyancer, the late Mr. W. Hayes. It is singular that in the preface to the first edition of his Vendors and Purchasers, in 1851, Mr. Dart evidently expected the early establishment of a new system of land transfer. He explained that, although the establishment of a general register (which seems then to have been in contemplation) would ultimately effect considerable changes in the law and practice of sales, yet, as no part of the then present system would become wholly obsolete until many years after such a plan had received the assent of the Legislature, he did not consider it necessary to delay the publication of his

work. He has been removed just when a scheme is in progress which, if successful, will very speedily render his book, to a large extent, obsolete.

Among the changes which have been introduced in the Railway and Canal Traffic Bill in the House of Lords, there is one the indirect importance of which has not, we believe, been generally appreciated. As the Bill now stands, the commission is to consist of two permanent appointed commissioners and three *ex officio* commissioners. Of the three *ex officio* members one is to be appointed for England, one for Scotland, and one for Ireland; and the *ex officio* commissioner for each part of the United Kingdom is to be one of the judges of the superior court of that part. The *ex officio* commissioner for England is to be such judge of a superior court as the Lord Chancellor "may from time to time by writing under his hand assign, and such assignment shall be for a period of not less than five years," and regulations are to be made as to the arrangements for securing the attendance of the *ex officio* commissioner, as to the times and place of sitting in each case, and otherwise for the convenient and speedy hearing thereof. Now comes the alteration to which we allude. Clause 6 provides that:

"It shall be lawful for her Majesty, having regard to the business required by this Act to be transacted by the *ex officio* commissioners, and to the proper transaction of the business of the superior court in England, to appoint an additional judge of such court, and from time to time to fill any vacancy in such judgeship, and the law relating to the appointment and qualification of the judges of such superior court, to their duties and tenure of office, to their precedence, salary, and pension, and otherwise, shall apply to any judge so appointed under this section, and a judge so appointed under this section shall be attached to such division or branch of the court as her Majesty may direct, subject to such power of transfer as may exist in the case of any other judge of such division or branch."

It will be observed that, although the additional judge of the High Court is to be appointed in consequence of the provision for the *ex officio* judicial commissioner, it is nowhere provided that the new judge shall be such commissioner. He is to be attached to such division of the court as her Majesty may direct, while the commissioner is to be "such judge of a superior court" as the Lord Chancellor may from time to time assign. The probability seems to be that the new judge will be attached to the Chancery Division.

The attention of practitioners in courts of summary jurisdiction should be called to the case of *South Staffordshire Waterworks Co.* v. *Stone* (*Weekly Notes*, 1887, p. 130), and the strict construction there put upon one of the Summary Jurisdiction Rules of 1886. It is enacted by section 33 of the Summary Jurisdiction Act, 1879, that any person desiring to question a conviction of a court of summary jurisdiction may apply for a special case, and that "the application shall be made and the case stated within such time and in such manner as may be from time to time directed" by rules under the Act. Rule 18 of the Rules of 1886, repeating without alteration rule 17 of the Rules of 1880, directs that "an application to state a special case shall be made in writing, and a copy left with the clerk of the court, and may be made at any time within seven clear days from the date of the proceeding to be questioned." In the *South Staffordshire case* an oral application to state a case was made to justices while sitting, and was granted by them in court, but no copy of any application was left with the clerk, though a "notice of appeal" was afterwards served upon him within the seven days. The case was stated by the justices; but the court (Lord Coleridge, C.J., and Denman, J.) declined to hear it, on the ground that they had no jurisdiction. The case seems a hard one, but we think the decision is in accordance both with principle and authority. The rule seems to be that, where a statute confers a privilege or right, "the regulations, forms, or conditions which it prescribes for its acquisition are imperative, in the sense that non-observance of them is fatal," (Maxwell on Statutes, 2nd ed., p. 453), and there would be no difference between a statute and a rule in pursuance of a statute. It has been held, too, under 20 & 21 Vict. c. 43, which first gave the power to appeal by case, that the transmission of the case within three days to a superior court, which was required by that Act, was a condition precedent to the exercise of the jurisdiction of the court, and could not be waived (*Morgan* v. *Edwards*, 29 L. J. M. C. 108), the only exception being for the case where the three days occur at a period when the offices of the court are closed, as where an appellant received a case on Good Friday and transmitted it on the following Wednesday (*Mayer* v. *Harding*, 2 Q. B. 410).

The Lord Chief Justice was engaged on Wednesday last in the somewhat unusual duty of charging the Grand Jury for Middlesex on an indictment against a local authority for polluting the Thames with sewage. It is stated that this is the first indictment which has been presented to this Grand Jury since the Jamaica prosecution, which caused the memorable controversy between Lord Chief Justice Cockburn and the present Lord Blackburn. Formerly the Middlesex Grand Jury was summoned once in every term, but the Grand Juries, Middlesex, Act, 1872 (35 & 36 Vict. c. 52), s. 1, relieved the county jurors by providing that the grand jury should not be summoned in any term unless before the fourth day thereof the Master of the Crown Office should have received notice of some business intended to be brought before them. The duty of charging the Middlesex Grand Jury was formerly discharged by the senior puisne judge of the Court of Queen's Bench, who received an additional payment of £10 per term for so doing. It may be remembered that this extra payment was abolished by section 29 of the Judicature Act, 1875 (38 & 39 Vict. c. 77) subject to the vested interests of Mr. Justice Blackburn, who was the senior puisne judge of the court when the Act came into operation.

The irrepressible suitor in person has come to the front again this week; a plaintiff who conducted his own case before Mr. Justice Chitty occupying the time of the court for the greater part of three days. The inconvenience usually experienced in these cases by reason of the ignorance of the rules of evidence and of advocacy exhibited was in this case aggravated by the powerful eloquence of the plaintiff. His desire to make a speech on every occasion during the course of giving his evidence and of his cross-examination by the defendant's counsel, as well as on the cross-examination of the principal defendant, and his indignation, expressed in loud tones, when any irrelevant question or ill-timed speech was objected to, many times brought down upon him a rebuke from the judge, only to be followed by further indignant speeches from the plaintiff. After this exhibition can it be said that a suitor in person ought to be treated with leniency, or to be allowed any greater licence than a barrister who is acting as an advocate? No doubt a judge has in his hands the power to put a stop to any act tending to disturb the due administration of justice or to waste the public time, but he naturally hesitates to put it in force and to make a martyr of the suitor in person. The time would seem to have arrived when the judges should agree to some course of action which would have the effect of putting a stop to, or, at least, of mitigating, the evils here pointed out.

The balance sheet of the Paymaster-General, on behalf of the Supreme Court of Judicature, during the year ending the 28th of February, 1886, has recently been issued. It is a remarkable fact that the value of the cash and securities in the hands of the paymaster belonging to suitors, which, up to the end of February, 1884, had for many years been on the increase, has, on the last two returns, shewn a considerable decrease. On the 1st of March, 1884, the property (leaving out some miscellaneous items and securities expresed, in foreign currency) in the hands of the paymaster, consisted of £4,429,079 cash and £73,931,247 nominal value of securities; whereas on the 1st of March, 1886, it consisted of £3,931,054 cash and £71,946,527 in securities, shewing a decrease over the whole period of £498,025 in cash and £1,984,720 in securities. In the report of the Auditor-General, attention is called to the increase of suitors' funds, being £12,056,884 since the 1st of October, 1871, when the Audit Office undertook its present duties with regard to those funds, but no mention is made of the falling off of the last two years. During the last fifteen years the number of accounts to which these funds stand has increased from 29,960 to 37,021, and it further appears from the Judicial Statistics that during the same period the annual number of cheques drawn in the Paymaster's office increased from 51,623 to 61,464.

RECTIFICATION OF DESCRIPTION UNDER THE LAND TRANSFER BILL.

Last week we called attention to an arguable point that will probably be raised sooner or later on clause 19 of the Land Transfer Bill, relating to the rectification of the "description" of registered estates where adverse possession has been proved against the registered owner. Another curious enquiry is also suggested by the proposed enactment.

Under the Act of 1875 (section 83 (5)) the registered description is "not conclusive as to the boundaries or extent of the land." *How far in*, then, does the force of section 21 of that Act, relating to adverse possession, extend? This will probably depend upon circumstances, giving much opportunity for discussion of delicate points in each particular case. It would seem that as long as boundaries are not "confirmed" (as under the Bill proposed) it will always be a more or less open question of what land a registered proprietor has been registered as proprietor. Thence, by an easy step, it appears that it will also be an open question what land can not be acquired by adverse possession. Further, whatever answer be given to this question, another point may be taken on the application of clause 19 of the Bill—namely, this: had the expressions used both in clause 19 of the Bill and section 83 (5) of the Act been identical, it would have been clear that clause 19 was only to apply where boundaries had been confirmed; but they are not identical. The Act provides that the registered description shall not be conclusive as to the "boundaries or extent" of the land—meaning, probably, that if the centre of a hedge is registered as the boundary, yet for all that the boundary may remain where it was, four feet away from it, and that a registered disposition of 4,000 square yards may, in imaginable cases, really only affect the transfer of 2,000. (Vendors and purchasers of registered estates are probably not generally aware of these points.) But clause 19 of the Bill permits rectification of the description of the land wherever it is shewn that the "boundaries or parcels" are not in accordance with possession, &c. This raises the question what is a parcel? If it had been intended that the clause should apply to the whole of a registered estate, of course the words boundaries and parcels would not have been used. How many parcels, then, and how big, can be abstracted from a registered title as merely "parcels," and at what point is the substance of the estate to be held to be affected by the lopping of its outlying dependencies? In this respect it seems that clause 19 goes somewhat further than the section 83 (5), so as to bring again under the operation of the ordinary law as to adverse possession certain portions (though *quære* what portions) of a registered estate which would have been safe under the Act of 1875, even without having its boundaries confirmed under the Bill.

But whatever the court may ultimately hold that the clause *does* mean, it is very clear in certain other cases what the court will decide that it does *not* mean. Whatever interpretation may be put upon the words "boundaries," extent," or "parcels," it is clear that they cannot mean *the whole* of an estate. Whenever, therefore, adverse possession against a registered proprietor is obtained as to the whole of an estate—that is to say, in the very cases where the occupier has the strongest moral claim to the protection of the law, and the registered proprietor has been guilty of the grossest possible carelessness and neglect—the operation of the statute will be to oust the former in favour of the latter. And this, too, not only in the case of a purchaser, but so as to enable the very man, and his successors in title, who have slumbered on their rights for, say, 100 years, to require the industrious and unsuspecting occupier to relinquish his holding at their arbitrary bidding.

Let us take, for instance, the not infrequent case of a tenant for years at a peppercorn rent holding over after the determination of the tenancy; all parties being under the mistaken impression that he is a fee simple owner. He spends money in improvements. He devises it to his widow as her sole provision. On going to be registered, she finds that by no means whatever can she protect herself from ejectment at any moment, at any distance of time. Of course, the insurance fund will not help her in the least. And all this injustice for what? To protect the careless and negligent owner? It has this effect, but this can hardly be the real object. To protect purchasers, mortgagees, and lessees of registered land? Yes, but what sort of purchasers, mortgagees, and lessees? Simply those who enter into dealings with land in reliance on a paper title, without taking the trouble to go and look at the subject-matter of their bargain, or to make obvious inquiries suggested by patent facts.

Which of these two rival classes of claimants is the more entitled to protection?

WILLS OF MARRIED WOMEN.

It must, we think, have occurred to many that the law, as established by the House of Lords in *Willock* v. *Noble* (23 W. R. 809, 7 H. L. 580), which disables a married woman from making a will that may be effectual to pass property to which her title only arises under her husband's will, is unsatisfactory. We are not presuming to find fault with the decision, which, if we may be allowed to say so, seems quite sound, but with the law itself. The Married Women's Property Act, 1882, has made no alteration of the law in this respect (*In re Price*, 28 Ch. D. 709).

It may be well to give a moment's consideration to what is the law as regards the wills of married women. A married woman might, before the Wills Act (1 Vict. c. 26), and can still, make a will (1) disposing of her separate estate or its savings, or (2) in execution of a power, or (3), if an executrix, in order to appoint an executor for continuing the representation to the original testator, or (4), with her husband's consent, disposing of property not reduced by him into possession during the coverture to which he would, as husband, have acquired a right on his wife's death, subject, however, to the obligation of taking out administration: see judgments of Lords Selborne and Cairns in *Noble* v. *Willock*, *Willock* v. *Noble* (21 W. R. 711, 8 Ch. 778, 23 W. R. 809, 7 H. L. 580). We should mention, however, that in the books are found two other cases—that of the wife of a man banished for life by Act of Parliament (*Countess of Portland* v. *Prodgers*, 2 Vern. 109), and (when the law authorized sentences of transportation) that of the wife of a man sentenced to transportation for life and transported (*Re Martin*, 2 Rob. 405.) A Queen Consort is expressly enabled by statute (39 & 40 Geo. 3, c. 88, s. 9) to make a will of real and personal estate. It seems clear that in the last only of the four first-mentioned cases the will ceases to be effectual by the death of the husband during the wife's lifetime. In the case of the exercise of a power, the power is, of course, assumed not to be in terms exercisable only in case the husband is the survivor.

Let us now see what are the provisions of the Wills Act which have to be regarded for the purposes we have in view in this article. They are sections 1, 3, 8, 24, and 27. Under section 1 the word "will" in the Act extends to "an appointment by will . . . in exercise of a power," and every word importing the masculine gender is to extend to a female. Section 3 empowers every person to dispose of, by will, all real and personal estate which he shall be entitled to at law or in equity at his death, and which, if not so disposed of, would devolve upon the heir of him or his ancestor, or upon his executor or administrator. Section 8 enacts that "no will made by any married woman shall be valid except such a will as might have been made by a married woman before the passing of this Act." By section 24 every will is to be construed, with reference to the real and personal estate comprised in it, to speak and take effect as if executed immediately before the death of the testator, unless a contrary intention appear by the will; and by section 27 a general devise or a bequest of the personal estate of the testator, or of personal property described in a general manner, is to include any real or personal estate to which the description extends which the testator may have power to appoint in any manner he may think proper, and is to operate as an execution of the power, unless a contrary intention appear by the will. Section 24 gave to a will, and section 27 to a general devise or bequest, an extended operation. This being so, the question arose whether these enactments applied to the will of a married woman, having regard to section 8 of the same Act; and in *Thomas* v. *Jones* (10 W. R 853, 2 J. & H. 483; on appeal, 11 W. R. 242, 1 D. J. & S. 63) it was decided by Lord Hatherley, then Vice-Chancellor—and his decision was affirmed by Lord Westbury, C.—that they did. It was there held that a power of appointment over real estate given to the survivor of three persons was, under the Wills Act, well exercised by a general devise

by a married woman who did not become the survivor until after the execution of her will. The Vice-Chancellor said:—"The construction I give to the 8th section is, That it disables a married woman from doing anything which before the passing of the Act she could not have done by reason of her coverture; it preserves the incapacity of coverture as it stood before the Act; but, as regards any incapacity arising from matters independent of coverture, applicable to men and women alike, the statute was not intended to draw a distinction between married women and other persons." And, on the appeal, Lord Westbury said:—"The objection of the appellants is founded on the 8th section of the statute, and may be thus stated: The statute cannot be applied to render valid any devise contained in the will of a married woman, which would not have been valid before the Act. But the will of Margaretta Nicholl, if made before the statute, would not have been valid as an appointment of the estate in question. Therefore, say the appellants, the court cannot apply to this will the beneficial principles and rules of construction which are introduced by the 24th and 27th sections of the Act, and which are necessary to render the will a valid appointment. In other words, the plaintiffs contend that the application to this will of the 24th section of the statute, thereby giving a subsequent date to the will, is to confer a testamentary capacity which would not otherwise exist, and that this is forbidden by the 8th section. They insist that, if, by applying the statute, you make the will of a *feme covert* include that which, but for the statute, it would not, you enlarge her capacity, and make her will valid as to property of which, without the statute, it would not be a valid disposition. It is obvious that the result of this reasoning would exclude all wills of married women from the benefit of the provisions of the Act, wherever by virtue of its enactment such wills would receive a more extended operation. Such could hardly have been the intention of the Legislature. . . . Personally she acquires no enlarged capacity from the statute, although her testamentary instrument or will, when made, may have the benefit of more liberal rules of interpretation."

It may, perhaps, be right to notice that in *Thomas* v. *Jones* the testatrix died married; but it is submitted that this was unimportant, for it seems clear that a general testamentary power, where not limited to take effect only in the event of the husband surviving, may be exercised by a married woman so as to take effect whether she survives her husband or not (see 3 Dav. Prec. (3rd ed.), 186, 187). It seems also clear that a general testamentary power given to a woman while sole may be exercised by her when married (Sug. Pow. (8th ed.), p. 154). Then, it being clear that under sections 24 and 27 of the Wills Act a general disposition in a will made before a general testamentary power is created may operate as an execution of that power, even although the instrument creating the power in terms contemplates a prospective execution (see, among other cases, *Boyes* v. *Cook*, 28 W. R. 754, 14 Ch. D. 53, and *Airey* v. *Bower*, 12 App. Cas. 263), it seems to follow that a general disposition in the will of a married woman may operate as the execution of a general testamentary power, exercisable irrespective of coverture, which becomes vested in her under the will of her deceased husband. Then, as to separate estate, section 24 of the Wills Act must, according to *Thomas* v. *Jones*, apply to separate property in real estate as well as to a power over it.

We may observe that, under the Married Women's Property Act, 1882, it would seem that in the not infrequent case of an investment in the joint names of a husband and wife, if made after 1882, the wife would be capable of disposing by will made during the marriage of her contingent title by survivorship.

Thus far we have considered the extent of a married woman's capacity of disposition by will either under a power or in respect of separate property, and, as we said at the beginning of this article, that capacity is ineffectual to enable a married woman by will to dispose of property to which her title—we are speaking of ownership, not power—arises under her husband's will. We have already expressed the inclination of our opinion that a married woman may exercise prospectively a power arising under her husband's will. If this be so, why should a married woman not be able to exercise a right of disposition arising from ownership that becomes vested in her under her husband's will? Here we may refer to what was said by Mellish, L.J., in *Noble* v. *Willock* (*suprà*); there, referring to this question put by Lord Penzance in his judgment in *Noble* v. *Phelps* (2 P. & D. 276, at p. 283, 19 W. R. 1115, at p. 1117), "Does the will of a married woman made during coverture speak and take effect with reference to property comprised in it as if it had been executed immediately before her death?", Mellish, L.J., in answer to it, said: "Now, certainly I should be far from saying that that would not have been a very reasonable thing to enact if the Legislature had enacted it, because, no doubt, it very often happens that the husband and the wife grow old together, they both become ill together, at the same time almost, and, possibly, it might be a very convenient thing if a married woman might make a will anticipating the time when she should become a widow, and effectual in that event. After her husband's death she might be in a state practically incapable of making a will until she herself died. In my opinion, the law has not gone to that extent." Before adverting to Lord Justice Mellish's remarks, we may notice that Lord Penzance's question itself was not, it appears to us, so expressed as to bring out the real point, as it omits reference to the cessation of coverture. The question intended, we think, was something like this—Does the will of a married woman made during coverture speak and take effect as if it had been executed immediately before her death *so as to comprise property acquired after cessation of the coverture?* and it is clear that it is to such a question the Lords Justice's remarks are directed. Then, adverting to his lordship's remarks, what was said by the Lord Justice seems to us to afford a strong ground for an amendment of the law in the direction indicated in his remarks; and when it is borne in mind that a married woman's will may operate as an execution of a general power taking effect on her surviving her husband, and, as it appears to us, even although the power arises under her husband's will, it is difficult to see why a married woman should not be made capable of making a will which shall be operative on property of which she becomes the owner under her husband's will.

It appears to us that an amendment of the law for this purpose is made more desirable by the passing of the Married Women's Property Act, 1882, inasmuch as it seems likely that by reason of that Act the number of married women who make their wills will be greatly increased, and it would surely be an advantage that a married woman should not be obliged to make a second will in the event of becoming a widow and acquiring the ownership of property under her husband's will. Moreover, as Parliament has, by the Married Women's Property Act, recognized the capacity of a married woman to manage her property and secured to her the power to do so, it seems well nigh absurd that she should still remain incapable of making a will while under coverture disposing of property which may be in her power of disposition when she becomes a widow. The influence of her husband must surely be less to be apprehended in the case of property which he cannot himself enjoy than in the case of property which he may take under her disposition if he survives. An enactment that a married woman shall be capable of disposing by will of any property which at the time of her death may be subject to her testamentary disposition would seem to meet the object.

CORRESPONDENCE.

SOLICITOR-TRUSTEE COSTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—You refer to *Christopher* v. *White* as settling the point against a partner of a solicitor-trustee being able to charge profit costs where the trustee himself would not be allowed them. I thought there was a case a year or two since in which, on it being shewn that although the trustee was a partner he took no profits from the firm's business and did not do the work himself, and that in that case it was held that the partners might charge in the usual way. T. P. Y.

London, June 25.

[Our meaning, of course, was, that where the solicitor-trustee would participate in the profit costs, his partner could not charge them. If the partnership articles expressly provide that the solicitor-trustee shall not participate in the profit costs, or have any benefit from them, the solicitor-trustee may pay his partner the usual charges for work done for the trust estate (*Clack* v. *Carlon*, 7 Jur. N. S. 441). We are not aware of any more recent reported authority on the point, but should be glad if our correspondent (whose accuracy we know) could refer us to one.—ED. *S. J.*]

CASES OF THE WEEK.

SHEPPARD v. THE SOINDE, PUNJAUB, AND DELHI RAILWAY CO.—C. A. No. 2, 28th June.

RAILWAY COMPANY—PURCHASE OF UNDERTAKING BY GOVERNMENT—DIVISION OF PURCHASE-MONEY AMONG SHAREHOLDERS—SHARES UNEQUALLY PAID UP.

This was an appeal against a decision of Kekewich, J. (35 W. R. 516), the question being how, on the purchase of the undertaking of the company by the Secretary of State for India, the purchase-money was to be divided among the stock and shareholders of the company. The Secretary of State had an option of purchasing the company's undertaking "at a sum equal to the amount of the value of all the shares and capital stock in the company issued or created for the purposes of the railways and flotilla, calculated according to the mean market value of such shares or stock during the three years immediately preceding the date of the purchase," and he was also empowered, instead of paying a gross sum, to pay an annuity for a fixed term of years. At the time when the Secretary of State gave notice of his intention to exercise his option of purchase the capital of the company consisted of £11,010,100 stock and 14,832 shares of £20, in respect of which only £5 per share had been called up and paid. The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the making of dividends, were incorporated in the company's special Acts, the profits being divisible in proportion to the amounts paid up by the shareholders. In March, 1885, the Secretary of State gave notice of his intention to purchase the company's undertaking at the price of £14,009,124 8s. 3d. The question was whether this sum was divisible amongst all the holders of stock and shares in proportion to the respective amounts of capital paid up by them (in which case the holder of £20 stock would receive four times as much as the holder of a £20 share on which only £5 had been paid) or whether (as the holders of the £20 shares on which only £5 per share had been paid contended) the holders of stock ought to receive in the first instance £15 for each £20 of stock which they held (so as to place them on an equality with the holders of the shares), and the residue of the purchase-money should then be divided rateably amongst all the holders of stock and shares on the footing that five shares of £20 were equivalent to £100 stock. There was no provision by statute or by agreement as to the mode of division. Kekewich, J., held that the purchase-money ought to be divided among the holders of stock and shares in proportion to the amounts contributed by them respectively to the capital of the company—in other words, that each holder of £20 stock ought to receive four times as much as the holder of a £20 share.

THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision, being of opinion that the equitable mode of division was in proportion to the amounts of the contributions by means of which the property which was purchased had been created.—COUNSEL, *Rigby*, Q.C.; *R. S. Wright* and *C. A. Reeve*; *Sir H. Davey*, Q.C., *Barber*, Q.C., and *Ingle Joyce*. SOLICITORS, *Trinders*; *Hollams, Son, & Coward*.

SYMONDS v. SYMONDS—C. A. No. 2, 29th June.

APPEAL FROM ORDER MADE BY JUDGE IN CHAMBERS—CERTIFICATE BY JUDGE THAT HE DESIRES NO FURTHER ARGUMENT—JUDICATURE ACT, 1873, s. 50.

This was an application for leave to set down an appeal from an order made by Chitty, J., in chambers, without any certificate from him that he had heard the case fully argued, and did not desire to hear any further argument. He had declined to give the certificate when application was made to him for it, and had said that the applicant must move in court to discharge the order. It was urged that the question (which was whether the action should be tried with a jury) had been, in fact, fully argued in chambers, and that the result would be only to inflict unnecessary costs on the applicant if he was compelled to move in court to discharge the order. Reliance was placed on *Re Elsom* (6 Ch. D. 346) as shewing that, under such circumstances, the Court of Appeal would allow the appeal to be heard without the certificate.

THE COURT OF APPEAL (COTTON and FRY, L.JJ.) refused the application. They said that in *Re Elsom* it was laid down that the Court of Appeal would dispense with the certificate of the judge if they were satisfied by other means that the case had been fully argued before him. In the present case they were not satisfied that Chitty, J., did not desire to hear further argument.—COUNSEL, *Oswald*. SOLICITOR, *T. Lamartine Yates*.

BANKES v. SMALL.—C. A. No. 2, 17th June.

VENDOR AND PURCHASER—COVENANT FOR FURTHER ASSURANCE—CONVEYANCE OF BASE FEE BY TENANT IN TAIL IN REMAINDER—COVENANT TO EXECUTE DISENTAILING DEED—SUBSEQUENT DEATH OF TENANT FOR LIFE—SPECIFIC PERFORMANCE—3 & 4 WILL. 4, c. 74, s. 47.

This action was brought for the specific performance of a covenant entered into by the defendant in a conveyance to the plaintiff, that he and his mortgagee (who joined in the deed) and every person having or claiming any estate, right, title, or interest in or to the premises conveyed, or any of them, through or in trust for them, or either of them, would at all times, at the cost of the defendants, his heirs or assigns, "execute every such disentailing and other assurance and do every such thing for the further or more perfectly assuring all or any of the said premises to the use of the" plaintiff, his heirs or assigns, as should be reasonably required. The defendant was formerly tenant in tail in remainder of the property, his father being tenant for life and protector of the settlement. In 1871 the defendant executed a deed the effect of which, if his father had consented as protector, would have been to convert the estate tail into an estate in fee simple; but, inasmuch as the father did not consent, only a base fee was created. In 1874 the plaintiff attempted to purchase the fee simple from the defendant and his father, but was unable to obtain the consent of the latter. The defendant mortgaged the property, and, on the 30th of March, 1875, he and his mortgagee, for valuable consideration, conveyed the property to the plaintiff, and entered into the above covenant. The father of the defendant died in 1884, and, the defendant being then in a position to execute a disentailing deed, and thus convert the base fee into an estate in fee simple, the plaintiff claimed specific performance of the covenant for further assurance by the execution of a disentailing deed. On behalf of the defendant it was urged that the covenant for further assurance did not extend to a future interest devolving on the vendor, and that the parties knew the state of the title at the time when the deed was executed. Kekewich, J., held (34 Ch. D. 415, *ante*, p. 202) that the defendant was bound to execute a disentailing deed.

THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.JJ.) agreed in the view of Kekewich, J., subject to a question which they raised—viz., whether section 47 of the Fines and Recoveries Act (3 & 4 Will. 4, c. 74) did not prevent the court from entertaining such an action. That section, it will be remembered, provides that "in cases of dispositions of lands under this Act by tenants in tail thereof . . . the jurisdiction of courts of equity shall be altogether excluded, either on the behalf of a person claiming for a valuable or meritorious consideration, or not, in regard to the specific performance of contracts and the supplying of defects in the execution of the powers of disposition given by this Act to tenants in tail, and the supplying under circumstances of the want of execution of such powers of disposition . . . and in regard to the giving effect in any other manner to any act or deed by a tenant in tail . . . which in a court of law would not be an effectual disposition under this Act." This point was reserved for further argument.—COUNSEL, *Warmington*, Q.C., and *Russell Roberts*; *Barber*, Q.C., and *T. Rawlinson*. SOLICITORS, *R. Chapman*; *Lovell, Son, & Pitfield*.

MAGNUS v. THE QUEENSLAND NATIONAL BANK—Kay, J., 25th June.

BANK—LOAN ON SECURITY OF TRANSFER OF STOCK BY JOINT HOLDERS—RE-TRANSFER BY BANK TO NOMINEE OF ONE OF THEM—RE-INVESTMENT OF PROCEEDS IN HIS SOLE NAME—BANK'S LIABILITY FOR LOSS OF FUND.

The object of this action was to make the defendant bank liable for the value of £7,828 railway debenture stock, which had been misappropriated by Bartle Goldsmid, a stockbroker, under these circumstances. The stock was vested in Goldsmid and two other persons as trustees upon certain trusts, Goldsmid being the acting trustee. He was in the habit of suggesting and carrying out changes of investments, and early in 1882 he proposed to his co-trustees to sell this stock and re-invest the proceeds, with the result that they executed a deed of transfer of the stock to two transferees for a consideration of 5s. This transfer, together with the certificate of the stock, was deposited by Goldsmid with the bank with whom he dealt, as part security for a large advance to him for his private purposes, the transferees' names being trustees for the bank, who understood that Goldsmid's authority was, not to sell to the bank, but only to mortgage. When the advance was repaid the bank did not re-transfer to the three transferors, but by the direction of Goldsmid, and without communicating with the other two, caused the stock to be transferred to a purchaser from Goldsmid, and handed him the certificate. Goldsmid thus received the purchase-money for the stock, which he invested in the purchase in his own name of the other stock which he had suggested to his co-trustees. This stock he afterwards sold and appropriated to his own use, and then became bankrupt and absconded. His co-trustees thereupon brought this action against the bank to make them account for the value of the stock.

KAY, J., held that the bank was liable for the value of the stock at the time when they transferred it to the purchaser from Goldsmid. The transfer by the trustees conferred, at most, an authority to sell to the bank. But the bank did not buy, and the sale to the actual purchaser was entirely without the authority of the co-trustees of Goldsmid. The bank was bound to have re-transferred the stock to the three transferors. It was argued that the bank's breach of duty was not the proximate cause of the loss, for that Goldsmid had re-invested the proceeds of sale, and, although in his own name only, that the trustees had intended a sale of the stock, and might have claimed the re-investments. But that could only have been as against Goldsmid. The proceeds of sale had never been properly invested or secured to the trust, and this was owing to the breach of duty by the bank. No doubt the co-trustees ought to have been vigilant to see that the re-investment was properly made, but no negligence on their part had in any way caused the loss. The immediate cause was the dishonesty of Goldsmid in selling the stock without authority, and in this act the bank concurred. They were, therefore, liable for the value of the stock.—COUNSEL, *Sir H. Davey*, Q.C.; *Ince*, Q.C., and *G. Henderson*; *Rigby*, Q.C., and *Farwell*; *Renshaw*, Q.C., and *Ingle Joyce*. SOLICITORS, *Futvoye, Field, & Baker*; *Stretton, Hilliard, Dale, & Newman*; *Norton, Rose, Norton, & Co.*

OAKEY & SONS v. DALTON—Chitty, J., 18th June.

TRADE-MARK—INFRINGEMENT—SURVIVOR—RIGHT OF EXECUTORS TO CONTINUE ACTION—INJUNCTION—TRADE-MARKS ACT, 1875, ss. 2, 4.

In this case the plaintiff had instituted an action against the defendant for infringement of a trade-mark registered by the plaintiff under the Trade-Marks Act of 1875, claiming an injunction, account, and damages.

The plaintiff having died, the action was continued by his executors, but the defendant raised the point of law that the action was extinguished by the plaintiff's death, being an action grounded on a tort, and, therefore, within the maxim *actio personalis*, &c. He also contended that the executors could not sue for an injunction until they had caused themselves to be registered as owners of the trade-mark. The executors stated that it had been held, even in the time of George II., that the right to a trade-mark passed to personal representatives: *Giblett* v. *Read* (9 Mod. 459); Sebastian on Trade-Marks, 2nd ed., p. 96.

CHITTY, J., said that he was of opinion that the cause of action continued to the executors, because the estate which they had received from their testator was alleged to have suffered by the wrongful acts of the defendant. The executors, therefore, were entitled to enforce compensation. That being so, it was not necessary to decide the question as to the executors' right to sue for an injunction.—COUNSEL, *Romer*, Q.C., and *Willis Bund*; *Aston*, Q.C., and *Bardswell*. SOLICITORS, *Paddison, Son, & Co.*; *Horne & Birkett*, for *Thos. Chorlton*, Manchester.

FOLI *v.* DEVONSHIRE CLUB—Chitty, J., 20th June.

INJUNCTION—OBSTRUCTION OF VIEW—METROPOLIS BUILDING ACT, 1855, s. 26, r. 5—METROPOLIS MANAGEMENT ACT, 1882, s. 13.

In this case the plaintiff sought an *interim* injunction restraining the defendants from erecting a wooden stand in such a way as to obstruct the plaintiff's view of the Jubilee procession. The plaintiff submitted that under rule 5 of the Metropolis Building Act, 1855, s. 26, the defendants had no right to construct any projection so as to intercept the line of view of owners or occupiers of adjacent houses. The defendants had obtained from the Metropolitan Board of Works a licence under the Metropolis Management Act, 1882, s. 13, authorizing the erection.

CHITTY, J., said that it was well established that an injunction would not go to an amenity of view. The rule relied upon by the plaintiff was made by the board for its own guidance and was not an enactment binding on all persons. Moreover, by section 13 of the Act of 1882 the board were intrusted with the power of granting licences, presumably because it was contemplated that in doing so the board would consider the interests of all parties. He declined the injunction, but costs would be costs in the action.—COUNSEL, *Birrell*; *Byrne*.

Re GREGSON, CHRISTISON *v.* BOLAM.—North, J., 25th June.

MORTGAGOR AND MORTGAGEE—POLICY OF INSURANCE—SURPLUS PROCEEDS—SET-OFF AGAINST UNSECURED DEBT OF DECEASED MORTGAGOR.

The question in this case was whether the mortgagees of a policy of insurance on the life of the mortgagor were entitled after his death to apply the surplus proceeds of the policy, beyond the amount due upon their mortgage, to the payment of an unsecured debt due to them from his estate. In 1847 the mortgagor, in consideration of a sum of £28,000 lent to him by an insurance company, granted to trustees for the company an annuity of £1,790 for the term of ninety-nine years, if he should so long live, the annuity being made payable quarterly. The mortgagor covenanted to pay the annuity, and charged it upon his life estate in certain real estate. The annuity was futher collaterally secured by a warrant of attorney to enter up judgment against the mortgagor for £56,000, under which judgment was entered up, but, inasmuch as the judgment was never registered in compliance with 23 & 24 Vict. c. 38, it became ineffectual. In 1881 the mortgagor borrowed another sum of £4,000 from the same insurance company, and to secure it he mortgaged to their trustees a policy of insurance for £5,000 on his own life, which he had effected with another insurance company. The mortgage deed contained an absolute assignment of the policy to the trustees, subject to a proviso for redemption on payment of £4,000 and interest, in which case the mortgagees were to re-assign the policy to the mortgagor, his executors, administrators, or assigns. There was a power for the mortgagees to sell the policy, and, after retaining out of the proceeds of sale the amount which should be due to them on the security, they were to pay the surplus (if any) to the mortgagor, his executors, administrators, or assigns. There was no express provision for the case of the death of the mortgagor, and the receipt of the policy-moneys by the mortgagees. The mortgagor died in September, 1885, insolvent, and this action was brought for the administration of his real and personal estate. The power of sale had not been exercised, and the mortgage debt of £4,000 was still due. Two quarterly instalments of the annuity of £1,790, and an apportioned part of a third instalment, were also due, and, the mortgagor's life estate having come to an end, those instalments constituted an unsecured debt. The trustees of the insurance company received the £5,000 payable under the policy, and, after satisfying what was due to their company under the mortgage, a surplus of £812 remained in their hands, and they claimed to retain this surplus in part satisfaction of the unpaid arrears of the annuity, which amounted to £1,099. By arrangement the question whether the trustees were entitled to do this was raised between them and the mortgagor's executor by means of a summons in the administration action.

NORTH, J., held that there was no such right of retainer. He said that the claim of the trustees was to hold the surplus of the moneys as security for a debt the security for which had ceased to exist. It was admitted that there could be no consolidation of mortgages, there being, in point of fact, only one mortgage in existence. *Ex parte Williams* (16 Ch. D. 117) was an authority for that, and it also shewed that the unsecured debt could not be tacked to the secured debt. The claim of the trustees had been based on three grounds: (1) It was urged that they were in possession of the money, and that *melior est conditio possidentis*. They, no doubt, had the money, but they clearly held it to the use of the executor, and it was a fallacy to say that a man who had money in his hands to the use of another who owed him a debt, was in any better position because he had the money in his hands, unless he had a legal right of retainer. (2) The claim was based on "natural justice." That might be a good argument to address to the Legislature, but a judge could only deal with the law of the land. But his lordship agreed with what Jessel, M.R., said in *Talbot* v. *Frere* (9 Ch. D. at p. 571): "I should have thought equity and natural justice were exactly the other way. There can be no natural justice in allowing one creditor of a testator, simply because he happens to have a mortgage, to retain the balance in favour of himself to the prejudice of the other creditors, thus virtually giving himself another mortgage. If a man has a mortgage on a dead man's property, and he realizes the property and pays off the mortgage debt and has a surplus, surely, according to natural justice, the surplus ought to belong to the dead man's estate, to be divided among the creditors. He is only a bare trustee of the surplus." (3) The third ground was a legal one—viz., that the trustees had a right of set-off. The right of set-off must depend either upon agreement or upon statute. At common law there was no right of set-off as between two persons each of whom had a right of action against the other. A tender of the balance by the person who owed the larger sum would not be a legal tender. There was in the present case no agreement for a set-off, and it was clear from decided cases that there could be no statutory right of set-off of a debt due by a testator in his lifetime, for which the executor was never personally liable, against a debt in respect of which the testator had no right of action in his lifetime. If the power of sale had been exercised by the mortgagees during the testator's lifetime, and they had received more than sufficient to satisfy their mortgage debt, and the testator had claimed the surplus, unquestionably there might have been a right of set-off against arrears of the annuity due from him. *Rees* v. *Watts* (11 Ex. 410); *Lambarde* v. *Older* (17 Beav. 542); *Newell* v. *The National Provincial Bank of Englund* (1 C. P. D. 496); and *Hallett* v. *Hallett* (13 Ch. D. 232) were clear authorities that the defendant to an action by an executor (suing as such) for a debt becoming due after the testator's death could not set off a debt due to him from the testator in his lifetime. But the trustees relied on three cases. The first was *Spalding* v. *Thompson* (26 Beav. 637), but the decision of Lord Romilly, M.R., in that case was based on grounds which entirely distinguished it from the present case. The next case was *Re Haselfoot's Estate* (L. R. 13 Eq. 327), the facts of which were very similar to those of the present case. Lord Romilly, M.R., there said that he thought *Spalding* v. *Thompson* was precisely in point, and that it had not been reversed or doubted; that he thought his decision there right, and that he must be bound by it. North, J., said that he had already pointed out that *Spalding* v. *Thompson* was based on an entirely different state of facts. But the ground of Lord Romilly's decision in *Re Haselfoot's Estate* was that he was bound by *Spalding* v. *Thompson*. He went on to give reasons for his decision, but it was clear that the report could not be relied on, for some passages in the judgment were quite unintelligible. But Lord Romilly did not treat it as a question of set-off. The third case, which was the only one, so far as his lordship was aware, in which *Re Haselfoot's Estate* had been followed, was *Ex parte National Bank* (14 Eq. 507). That case was not really any authority, for the point was not argued, and though Malins, V.C., said (p. 516): "It seems to me, on this general principle, that if A. creates a mortgage in favour of B., and, the mortgage being realized, he has the balance in his hands, natural justice would seem to point out that he would be entitled to retain the surplus and apply it in payment of a general debt due to him," that was a mere *obiter dictum* upon a point which had not been argued, and which was not necessary to the decision of the case, and too much weight must not be attributed to it. These three cases did not furnish authority for the present case. But the decision of Jessel, M.R., in *Talbot* v. *Frere* (9 Ch. D. 568) was precisely in point. It was immaterial in the present case whether the insurance company were or were not trustees for the mortgagor, for they had clearly no claim under their security which had been satisfied. They held the surplus moneys to the use of the mortgagor's executor, and, there being no right of set-off, the executor's claim to be paid these moneys was well founded.—COUNSEL, *Cozens-Hardy*, Q.C., and *Warrington*; *Napier Higgins*, Q.C., and *W. C. Druce*. SOLICITORS, *Crossman, Crossman, & Prichard*; *Burrows & Barnes*.

Re RICHARDS, SHENSTONE *v.* BROCK—North, J., 28th June.

VOLUNTARY GIFT—COMPLETION OF GIFT—CREATION OF TRUST—DELIVERY OF PROMISSORY NOTE ON CONDITION.

The question in this case was whether a testatrix had made an effectual voluntary gift of a promissory note signed by herself, or had constituted a valid trust of it for the intended donee. By her will, made in 1873, the testatrix gave a legacy of £150 to E., who was in her employment as housekeeper. In 1877 the testatrix consulted C., her solicitor, whom she had appointed one of her executors, as to further benefiting E. beyond what she had given her by her will. Ultimately, the testatrix handed to C. a promissory note for £200, signed by herself, and made payable on demand to E., telling C. not to mention the note to anyone but E., but to retain it in his possession until the death of the testatrix, and then to give it to E. "if she should remain in the service of the testatrix until her death." C. retained the promissory note until after the death of the testatrix, who gave him no further direction about it. E. continued in the service of the testatrix until her death. She had been informed of the deposit of the note with C., and she stated that the testatrix had promised to make a provision for her in addition to what she had done by her will, if she would continue in her service until her death. The action was brought to administer the estate of the testatrix, and the question was whether E. was entitled to be paid £200 out of the estate by virtue of the note. Her claim was resisted, on the ground that the property in the note had never

been effectually transferred to her by the testatrix, and that C. had not been constituted a trustee of the note for her.

NORTH, J., held that E. was entitled to the £200. He said that it could not be disputed that, if the testatrix had placed £200 in money in the hands of C., with a direction similar to that which she gave respecting the note, there would have been an effectual voluntary gift of the £200 to E. It was not, however, necessary that money should be actually paid over; it was only necessary that there should be either a complete transfer of property or a valid declaration of trust of it. The note was placed in the hands of C., as a trustee, to be handed over by him to E. on the happening of the particular event mentioned by the testatrix, and down to the time of her death she had never altered the intention which she had expressed to him. It was unnecessary to consider what would have been the result if the testatrix had changed her mind.—COUNSEL, *Cookson*, Q.C., and *S. B. L. Druce*; *Cozens-Hardy*, Q.C., and *Phipson Beale*; *Giffard*, Q.C., and *Bardswell*; *Yate Lee*; *Manby*; *E. Ford*. SOLICITORS, *Gamlen, Burdett, & Woodhouse*; *Letts Brothers*; *Lane, Fagge, & Andrews*; *Venn & Co.*

BOSVILLE *v.* THE ATTORNEY-GENERAL.—P. D. & A. Div., 29th June.

EVIDENCE—PRESUMPTION OF LEGITIMACY—PERIOD OF GESTATION.

Judgment was given in this case on an application to a Divisional Court for a new trial of a petition under the Legitimacy Declaration Act, 1858, which had been tried before the President of the Probate, Divorce, and Admiralty Division and a special jury. The petitioner, Arthur Bolle Bosville, by his next friend, petitioned for a declaration that he was the legitimate son of Thomas Bolle and Elizabeth Marian Bosville. Mr. and Mrs. Bosville were married on the 14th of June, 1882, and a daughter was born in the following year. On the 30th of June, 1884, the wife eloped with Augustus William Craven. On the 6th of August, 1885, the court pronounced a decree *nisi* dissolving the marriage, which decree was afterwards made absolute. On the 3rd of April, 1885, Mrs. Bosville gave birth to a son, who was the petitioner in this suit. Mr. and Mrs. Bosville had been cited to appear, and the former alleged in his answer that he was not the father of the petitioner. The Attorney-General traversed the allegations in the petition, but took no active part in the proceedings. At the trial no medical evidence was called on behalf of the petitioner, but it was contended that, since the petitioner was born only 277 days after the cessation of cohabitation between the husband and the wife, there was an irrebuttable presumption in favour of his legitimacy, and that no evidence was admissible to rebut that presumption. Mr. Bosville's counsel called evidence to show that at the time of Mrs. Bosville's elopement certain physical conditions existed, and two medical witnesses were called, who stated that the existence of such conditions within the 277 days would almost exclude the idea that the child was Mr. Bosville's. The President, in summing up the case to the jury, said it down that the child of a married woman must be presumed to be the child of her husband until the contrary was proved, although the stringency of the rule had been somewhat relaxed in more modern cases, and that a party disputing the child's legitimacy could not succeed without proving such facts as would carry to the jury the conviction of his illegitimacy. He expressed an opinion that the medical evidence did not demonstrate the impossibility of Mr. Bosville being the father of the petitioner, and he expressed his regret that the law excluded the evidence of the husband and wife. He also read to the jury the following extract from the judgment of Lord Lyndhurst in *Morris* v. *Davies* (5 C. & F. 265): —"That presumption of law is not lightly to be repelled. It is not to be broken in upon or shaken by a mere balance of probability. The evidence for the purpose of repelling it must be strong, distinct, satisfactory, and conclusive." The jury found that the petitioner was not the son of Mr. Bosville, and an application was afterwards made to a divisional court for a new trial, on the grounds of misdirection and that the verdict was against the weight of evidence. The petitioner's counsel argued that the presumption of legitimacy was a *præsumptio juris et de jure* and could not be rebutted, and that, therefore, the jury ought to have been directed to find a verdict in accordance with the prayer of the petition. On the other side it was urged that the petitioner could not object to the direction to the jury, which was strongly in his own favour; that the presumption of legitimacy arising from cohabitation was not a *præsumptio juris et de jure*, since it might be rebutted by evidence of physical incapacity; and that the medical evidence adduced at the trial was sufficient to rebut the presumption. The following cases were cited during the argument:—*The Banbury Peerage case* (1 S. & S. 153); *Head* v. *Head* (1 T. & R. 138); *Morris* v. *Davies* (1 C. & T. 163); *Bury* v. *Philpott* (2 Myl. & K. 349); *Legge* v. *Edmonds* (4 W. R. 71); *Plowes* v. *Bossey* (10 W. R. 332, 2 D. & S. 145); *Hawes* v. *Draiger* (31 W. R. 576, 23 Ch. D. 173); *The Aylesford Peerage case* (11 App. Cas. 1).

BUTT, J., now delivered the judgment of the Divisional Court. In the case of the birth of a child during wedlock there was, of course, *primâ facie* a strong presumption in favour of its legitimacy; but on the other hand it was established by high authority that evidence was admissible to rebut the presumption, and, therefore, there was no ground for the contention that the presumption is a *præsumptio juris et de jure*, and that the jury ought to have been directed to find a verdict for the petitioner. The decision of the House of Lords in *Morris* v. *Davies* was an authority in favour of this view, as was shewn by the observations of Lord Blackburn in *The Aylesford Peerage case*. It could not be said that there had been any misdirection in the present case. The child was born within a not impossible period of gestation, and the President had read and explained to the jury the statement of the law expressed by Lord Lyndhurst in *Morris* v. *Davies*, and he would not have been justified in withdrawing the case from the jury. The counsel for the petitioner had also failed to shew that the verdict was against the weight of evidence. No medical evidence had been adduced by the petitioner, but the medical witnesses called on the other side had expressed opinions adverse to the probability of the legitimacy of the petitioner, while the whole course of conduct on the part of the mother pointed to the conclusion that Craven was the father of the child. A verdict against the legitimacy could not be found upon a mere balance of probabilities, but in the present case there was sufficient evidence to justify the finding. On both grounds the application for a new trial must be refused. Lord COLERIDGE, C.J., concurred. COUNSEL, *Gully*, Q.C., and *Ram*; *Gore*; *Sir C. Russell*, Q.C., *Inderwick*, Q.C., and *C. A. Middleton*. SOLICITORS, *Gedge, Kirby, & Millett*; *Gregory, Rowcliffes, Rawle, & Johnstone*; *Collyer-Bristow, Withers, Russell, & Hill*.

BANKRUPTCY CASES.

Ex parte BURGESS, *Re* BURGESS.—Q. B. Div., 7th and 8th June.

BANKRUPTCY—DISCHARGE—REMOVAL OF DISQUALIFICATIONS—REFUSAL OF CERTIFICATE—MISCONDUCT—BANKRUPTCY ACT, 1883, s. 32.

In this case the bankrupt appealed from the refusal of the judge of the Norwich County Court to grant him a certificate for the removal of disqualifications under section 32 of the Bankruptcy Act, 1883. Section 32 provides that where a debtor is adjudged bankrupt he shall, subject to the provisions of the Act, be disqualified for sitting or voting in the House of Lords or Commons, or being appointed or acting as justice of the peace, mayor, alderman, guardian of the poor, member of a school board, vestry, or in other offices of a similar nature therein specified, but that "(2) The disqualifications to which a bankrupt is subject under this section shall be removed and cease if and when— . . . (*b*) he obtains from the court his discharge with a certificate to the effect that his bankruptcy was caused by misfortune without any misconduct on his part. The court may grant or withhold such certificate as it thinks fit, but any refusal of such certificate shall be subject to appeal." In the present case the bankrupt was a printer at Norwich and editor of the *Daylight* newspaper in that town. In 1886, having been indicted for a libel, he gave a bill of sale over his property for the purposes of his defence. At the Ipswich Summer Assizes he was found guilty and sentenced to three months imprisonment and to pay the costs of the prosecution. During the bankrupt's imprisonment the goods, including his machinery and plant, &c., were sold, and in August, 1886, while still in prison at Ipswich, he filed his own petition. On application for discharge, the official receiver, after dealing with the criminal prosecution above mentioned, reported that the losses and deficiency appeared to have arisen through law costs and other expenses incurred in the defence of actions brought against the bankrupt, which had involved a heavy outlay. He also reported that the bankrupt had continued to trade after knowing himself to be insolvent, and that on a previous occasion he had made a private composition arrangement with his trade creditors. The discharge of the bankrupt was granted on consent being given that judgment be entered against him to pay the official receiver 5s. in the pound by instalments, under section 28, sub-section (6), but an application for a certificate for the removal of disqualifications under section 32 was refused, the county court judge holding that by the word "misfortune" in the section something unforeseen which could not be guarded against was to be understood; that the thing which had without doubt brought the greatest embarrassment on the bankrupt in the present case was the criminal trial, which, coupled with the fact that the bankrupt had continued to trade after knowing himself to be insolvent, prevented him from coming to the conclusion that the bankruptcy had been caused by misfortune without any misconduct on the bankrupt's part. On appeal it was urged on behalf of the bankrupt that his position was attributable to the law costs and to the fact that owing to the forced sale his property had realised much below its real value, and that the bankruptcy was therefore owing solely to misfortune. It was also argued that a libel was not misconduct under the Act; that section 32 was a corollary to section 28 of the Act and must be interpreted in reference to it and to the "conduct" therein specified alone (*Ex parte Board of Trade, Re Betts & Block*, 35 W. R. 530).

THE COURT (MATHEW and CAVE, JJ.) dismissed the appeal. MATHEW, J., said that as soon as the facts were brought to light it was clear there was no other possible way of dealing with the case than that adopted by the county court judge. His lordship could see no reason whatever for putting any such construction on the Act as that "misconduct" in section 32 must be interpreted with reference to section 28. The section meant what it said, pure misfortune as distinguished from and without misconduct. There was also no ground for a further distinction which was attempted to be made, that, although certain crimes against person and property might be misconduct, libel would not be. CAVE, J., said that there was no qualification in the section to the word "misconduct." It implied blame, and his lordship thought it implied moral blame not of a trivial character. In the present case the sentence imposed showed considerable moral delinquity on the part of the bankrupt. The bill of sale was traceable to the prosecution. The bankruptcy was caused by the libel, the sentence, and the imprisonment. It was caused by the crime of the bankrupt, and it was impossible to discuss the question that it was not caused by misconduct.—COUNSEL, *E. Cooper Willis*, Q.C.; *H. Browne*; *Muir Mackenzie*. SOLICITORS, *Stevey & Crowland*; *J. Stanley*; *The Solicitor to the Board of Trade*.

SOLICITORS STRUCK OFF THE ROLLS.

25th June—ERNEST WATTS.
28th June—JOSEPH EDWARD CURTEIS.

LAW SOCIETIES.

UNITED LAW CLERKS' SOCIETY.

The fifty-fifth anniversary festival of this useful society was held on Wednesday at St. James's Hall, the Honourable Mr. Justice Stirling presiding. Nearly 300 guests were present, amongst whom were Mr. A. Cohen, Q.C., M.P., Mr. W. R. Kennedy, Q.C., Mr. F. W. Bush, Q.C., Mr. W. W. Karslake, Q.C., Mr. Gainsford Bruce, Q.C., Mr. T. Fischer, Q.C., Mr. F. O. Crump, Q.C., Mr. T. D. Bolton, M.P., Mr. Grosvenor Woods, Mr. Samuel Hall, Mr. Lewis Coward, Mr. Fooks, Mr. Bargrave Deane, Mr. Rawle, Mr. Adams, Mr. J. Anderson Rose, Mr. C. E. Jones, Mr. Binns Smith, Mr. Ingle Joyce, Mr. W. Holmes, Mr. T. Sladen, Mr. E. Bannister, Mr. F. H. Rooke, Mr. Sydney St. John Steadman, Mr. E. J. Castle, Mr. E. W. Stock, Mr. W. F. Eldridge, Mr. R. W. McLeod Fullarton, Mr. Trinder Romer, Mr. J. R. Adams, Mr. F. Morgan, Mr. R. W. Dibdin, Mr. G. O. Price, Mr. B. Houghton, Mr. H. Fereday, Mr. J. E. S. King, Mr. T. C. Wright, Mr. G. Napier Trollope, Mr. T. Rawle, Mr. W. Weale, Mr. J. J. Kaily, Mr. H. Brandon, Mr. J. Nicholls, Mr. T. E. Watkin, Mr. R. E. Turner, Mr. A. W. Timbrell, Mr. S. Hall, Mr. Boyle Thompson (medical officer of the society), &c.

The Chairman having proposed the loyal toasts, which were received with the customary enthusiasm, gave the toast of the evening, "Prosperity to the United Law Clerks' Society." He said he had been looking at the report of the society for the past year, and he thought that in many respects he might congratulate himself in being able to address them upon an occasion on which such a report came before them. He congratulated himself both on what was in the report and on what was not there. For in all the reports which he had had the privilege up to this time of reading and on all the occasions on which he had had the pleasure of being present on occasions like this there had always occurred a paragraph, there had always been a sentence or two in the speech of the chairman devoted to a recognition of the losses which the society had sustained in the course of the past year. No such paragraph occurred this year in the report of the society, and no such sentence was required from him. That did not arise from the fact that there had been during the past year no professional changes, but apparently none of these changes had been occasioned by the removal from amongst them of the friends of the society. One venerable form had disappeared from the bench at the Royal Courts of Justice, but the Vice-Chancellor, for so they must still term him, was yet amongst them, and if the weight of years prevented him from longer taking an active part in the administration of justice, it had not deprived him of the capacity of cultivating those tastes and enjoying those pleasures which had alleviated the trials of a long professional career and were now the solace of his green old age. In the House of Lords, again, an unforeseen and sudden failure of health had deprived the public and the profession of the benefit of the services of Lord Blackburn, than whom he might safely say that during the last quarter of a century no greater expositor of the English law had sat on the bench; but he was sure they would all rejoice to learn that entire relief from the strain of judicial work had abated those symptoms of failing health which had alarmed his friends and led to his resignation, and that he was now enabled to look forward to a life which would be at least as long as those of his contemporaries, and it was hoped that with returning strength he would be able, occasionally at least, to take his place in the House of Lords and to add to those numerous judgments of his which had already enriched the law reports. He (the chairman) would now turn to what was in the report, and he observed that in it a distinction was drawn between what was termed the provident character of the society and its benevolent operations. With respect to provident societies they knew that they were beset by numerous dangers. Some of them came before the courts of justice occasionally in a distressing form. They had heard of cases in which such societies had, through the bad management, or the negligence, or perhaps something worse, of those to whom their affairs had been entrusted, become unable to fulfil their contracts or have had them reduced, and that was an operation which was accompanied with great distress on the part of those who had looked forward to the provision which they thought they had made out of their hard earnings for their old age, or for those who were to remain after they were gone. No suggestion of any such want of care, he was sure, had ever entered the minds of any of those who had known of the operations of the society. Its trustees and administrators were far beyond the suspicion of anything of the kind. In was not in that direction at all that any danger had been apprehended for the society, but another source had been looked on as that to which it was most exposed; for he remembered that on previous occasions its actuaries and its auditors had warned the members of this, and the last time when he had dined with the society he could remember that the learned judge who had then occupied the chair and several speakers had dwelt with some apprehension on the danger to which it was exposed from being so old an institution. It was suggested that with age came a decay in the zeal of the members, and when they saw that they had accumulated considerable capital they no longer exerted themselves to bring in younger members, but it was pointed out by the reports and by the speakers on these occasions that therein lay the great danger for the society, and that it might become a society composed of old members who rested on what they had done—on the funds which they had accumulated. There was a very great danger that the contributions might drop off while the liabilities increased, and that a time might come when the accumulated capital, no longer supported by the contributions of younger members, might be found insufficient to meet the demands upon it. He rejoiced greatly, therefore, to find a clear statement in the report that not only had the accumulated capital largely increased, but that the society had now a greater number of members than it ever had before. And he trusted that those who would preside over its future anniversary festivals would have from year to year to call attention to an improvement in this respect. It had always been the case, as he had said, that the members of the society had been warned against allowing their zeal to abate, and in common with those who had preceded him he now expressed a hope that the members of the society would not be content with annually making their personal contributions to the funds, but that they would exert themselves with the zeal they seemed to have displayed during the last few years to procure further members and so strengthen the society in every respect. The sole note of regret which he found in the report was that which related to the benevolent operations of the society. He found it said that the administrators of its funds had found themselves straitened in the means of fulfilling their benevolent desires in this respect. It was deeply to be regretted that this should be the case, and he trusted that this evening they would be able to shew by substantial contributions to the fund that they regretted, not only by word, but by deed, the deficiency in this respect during the past year, and that they had taken the means of supplying the committee with funds which should be adequate to the operations with which they desired to engage. No one who had taken an active part in the labours of the profession could have failed to have come into contact with many most admirable men who fulfilled the duties of law clerks. All of those present at his end of the table he was sure had known many whose worth in their station had been equal to that of those in much more exalted positions. He could recall, amongst those who were gone and those whom he knew to be living, men in the comparatively humble position in the profession of law clerks who had acquitted themselves in their station and discharged their duties in regard to the interests of the clients and the interests of truth and honour in a way which would be no discredit to any one of her Majesty's Counsel arguing at the bar of any court in the kingdom. With many he had come in personal contact, and, speaking for himself, he felt all the regard and esteem which was due to a long comradeship in the profession. He trusted that the subscriptions received this evening would shew a desire that the committee should no longer be hampered in their wish to discharge the benevolent operations of the society, but that they should have such funds placed in their hands as would enable them to meet the claims of misfortune. The members were men of a most worthy class, and who had by their exertions in their own behalf deserved well of the community, and they had deserved that they should receive this mark of their sympathy from the guests present as a proof that they considered the law clerks members of the same profession as themselves.

The toast was drunk upstanding, and with three times three.

Mr. T. H. Fischer, Q.C., gave the health of the chairman, observing that one of the first duties a newly-made judge was called upon to perform was to preside at one of these annual festivals, and those present had had the opportunity of witnessing with what cordiality and good will the duty had been discharged by the chairman this evening. From the courtesy and patience with which he also listened to every member of the bar, Mr. Justice Stirling made the discharge of professional duties in his court a real pleasure to those who had the privilege of practising there. It was his earnest hope that their chairman might long be spared to adorn the bench.

The toast was drunk with great enthusiasm and musical honours.

The Chairman, who was received with loud applause, returned thanks, observing that he felt it a great honour to be permitted to preside on such an occasion. He need not tell them how much every judge in England owed to those who practised before him, and, above all others, how much he, coming to the bench in early years, and without that experience which her Majesty's Counsel acquired, had had to depend upon the forbearance and the help which had been cordially given to him by all those who had practised in the front bench before him. He thanked them all most heartily, juniors, solicitors, and law clerks for the help he had received. He could not forget the law clerks, because, every Monday, he had to sit in chambers, and he could say that nothing conduced so much to the speedy despatch of business as the accuracy with which the law clerks laid their cases before him. That, for the amount of business he had to get through, was the heaviest day of the week, and he therefore spoke with the utmost sincerity when he said he thanked the law clerks no less than the Queen's Counsel for the help and support they had alike given him.

Mr. F. O. Crump, Q.C., in proposing the next toast, said that it had been usual at these anniversary festivals to give the health of the Bench, the Bar, and the Profession, but to-night their chairman was the only representative of the bench present, and he (Mr. Crump) would therefore propose the health of the Bar and the Profession. He should have been glad if there had been present members of the bench to support the chairman, because he knew on similar occasions what a high tribute had been paid by judges to the law clerks on account of the assistance they had derived from them, and he wished they could have come upon one evening of the year to express their sympathy and gratitude by their presence. But they must not suppose for one moment that he wished to detract from the bench, who he believed to be men whose sympathies were, and always would be, with the society, and if the occasion arose when it was necessary for them to give expression to their sympathy, it would be shewn in the most practical form. He asked them cordially to drink the health of the bar. The toast of the profession included the great body of English solicitors and it included the law clerk, because, whether they were clerks to barristers or clerks to solicitors, their interests were identical with those of their principals, and the law clerks were entitled to say that they were members of one of the greatest professions

that England could boast of. He did not single out the bar and put it alone as apart from the profession. He was proud to belong to the profession of which they were all members. He would like before sitting down to refer to an incident which had taken place in the Temple-gardens on the preceding day as shewing what ought to be done by all of them as a profession in taking part, not only in helping each other, but in helping those less fortunate than themselves. He had seen in the newspapers this morning a record that upwards of 2,000 little children taken from the gutters of the East End of London had been entertained in the Temple-gardens by the Benchers and Queen's Counsel. That was only one phase of their common existence. They might look upon those unhappy gutter children and say they were very unfortunate, but it was in the profession of the law, as in other avocations, that times came when great moral courage was required. He did not care whether it was the judge who had just gone to the bench, and who had to brave the ordeal of the position; or that individual who, emerging from a stuff robe, launches on the waters of speculation in silk and does not know whether he is going to the dogs or whether he is to make for himself a high position; or the solicitor from the country who had come to London to take a practice, in the purchase of which he had ventured all his capital; or the law clerk whose interests were bound up with those of his principal, and who has to look to the future of himself and his family. From the judge to the humblest law clerk, each required that greatest of moral attributes—moral courage. And he asked the members of the society in the times of adversity not to be hasty in looking to the society, but to combat the evils they had to meet in life. He urged them not to be ready to have recourse to these splendid funds accumulated during the last fifty-five years. For a great many years he had had the pleasure of being present on these occasions. He took the greatest interest in the society, and hoped its success would go on increasingly.

Mr. Gainsford Bruce, Q.C., returned thanks for the bar. He said they were all proud of their profession, and well they might be proud of it. It had been said by an old writer that the voice of the law was the harmony of the world, and all things felt her power. The greatest felt her power, and the least was not exempted from her care. It was on occasions of this kind that one was forcibly reminded of the great brotherhood of the law. What a great brotherhood it was, and how they all gained strength by recognizing the great brotherhood to which they all belonged. It was a very busy and active brotherhood. In all branches of the profession men were busy working. He hoped, he believed, he was sure, that it was an honourable profession, that unless men in the profession devoted themselves to their work from high principle, and were actuated by honour in every act, they were unworthy of the profession, and they could never have the confidence of those with whom they came into contact. It was not only in the higher branches, but in every branch, and this was carried out to a remarkable extent, and he did not know any profession in which the members were on better terms with one another. The reason was that they were so busy fighting their clients' quarrels that they could not afford to have any quarrels of their own. He hoped the characteristics of which he had spoken would continue to prevail, and that they would always be an active, busy, honourable brotherhood, and that they should remain on good terms with one another, and so discharge their duties to their own credit and to the advantage of those for whom they were concerned.

Mr. J. R. Adams responded for the profession, expressing his belief that solicitors did not take so much interest in the society as the members of the bar, which was much to be regretted.

Mr. Lewis Coward, in a humorous speech, gave the toast of the ladies, and the proceedings terminated.

Subscriptions and donations were received to the amount of upwards of £350.

During dessert a programme of music was excellently performed under the direction of Mr. Gregory Hast, assisted by Madame Worrell, Madame Florence Winn, and Mr. Franklin Clive. Pianiste, Mr. Charles H. Kempling, R.A.M.

The death is announced of Sir Matthew Cameron, Chief Justice of the Common Pleas of Ontario, Canada, who was knighted only last month.

The *Insurance Record* observes that the Jubilee has brought honours to the Law Fire Office, three directors of which are among the new knights—namely, the chairman, Arnold W. White, Esq., Solicitor to the Queen; Wm. J. Farrer, Esq., High Bailiff of Westminster; and H. Fox Bristowe, Esq., Q.C., Vice-Chancellor of the Duchy of Lancaster.

On the 24th ult. the Prince Regent of Bavaria paid a visit to the Royal Courts of Justice, and was conducted over the building by the Superintendent. The Prince Regent, it is understood, contemplates erecting new law courts in Munich shortly, and his Highness evinced the greatest interest in his inspection of the various courts and the mode of conducting business in them, which was explained to him.

In the House of Commons on the 23rd ult., in answer to Mr. Childers, Mr. Matthews said that answers had been received from a large majority of the court-house authorities with reference to the accommodation of prisoners awaiting trial. Most of these bodies had appointed committees or were otherwise considering the question. Some had entirely adopted the alterations and improvements suggested by the committee of the right hon. gentleman. Very few—not more than one or two—had refused to adopt those suggestions, and these he hoped might be induced to take a more reasonable view, and on the whole he trusted that there would be no necessity for legislation on the subject.

A HISTORY OF SOLICITORS AND ATTORNEYS.*

By Frederick E. Sawyer, F.S.A., of Brighton.

Lawyers are, as a rule, such good supporters of antiquarian research that it is somewhat surprising that the ancient and honourable professions of "attorney" and "solicitor" (now merged in that of "solicitor") have not as yet found a historian. Various learned, scientific, and corporate bodies having published their records (with, in some cases, complete lists of their members from an early date), it seems to me that the proper time has arrived for bringing before the members of the Incorporated Law Society the question of the collection and publication of all records relating to their profession, including a complete list (or index) of attorneys and solicitors so far as ascertainable.

The time at my disposal, of course, precludes the possibility of giving even a short history of the subject completely—indeed, it is more my object to show what can and should be done—and I propose, therefore, to sketch out the heads of research and discussion, and briefly to illustrate and explain the same.

1. *Origin of the Office of Attorneys and Definition.*—Attorneys-at-law were no doubt the product of, and naturally incidental to, a state of great civilization, though I believe an ungracious public sometimes regards them as a relic of the times when "private war" was waged. Early English law required the personal attendance of parties to an action at each stage; but this, of course, occasioned great inconvenience and expense, and they then obtained letters patent under the Great Seal, or the authority of Parliament, to appear by attorney; but the general right in this behalf was not obtained until the Act 13 Edw. I. (1285). The patents, &c., were enrolled in open court by a special official, called the clerk of the warrants; and, until quite recently, the Lord Mayor of London, when attending at Westminster on November 9, in open court appointed an attorney for the city, usually the senior master of the court.† Attorneys-at-law (to whom I shall, for brevity, refer as "attorneys") were nearly the same as proctors in the courts of civil law. The Judicature Act, 1873, has now abolished the title, and from November 1, 1875, all attorneys and solicitors have been styled "solicitors of the Supreme Court of Judicature," sometimes abbreviated (particularly by Scotch lawyers) to "S.S.C.," which title has, however, been ridiculously usurped by some medical men who have passed a university examination in sanitary science, and therefore dubbed themselves "S.S.C." (Sanitary Science Certificate). It is somewhat ludicrous to observe that the leading journal (the *Times*), which even publishes "Weekly Law Reports," has not yet, at the lapse of more than eleven years, discovered the change, and still absurdly designates us as "attorneys." As regards the definition of the word "attorney," I cannot do better than quote the latest standard authority, "The New English Dictionary" (edited by Dr. James A. H. Murray). From this it seems that the word appears in English literature in the forms of *aturne, atorne, attourne, atturney, attourney, aturney, atturnie, atturneye*, and *atturneie*. It is the past participle masculine of the old French verb *atourner*, "to attorn," in the sense of "one appointed or constituted." Dr. Murray observes that "the statement found in law dictionaries for the last 200 years that the word means 'one who acts in the turn of another' is a bad guess." The third sense in which the word is used is that of "attorney-at-law, or public attorney," defined as "a professional and properly-qualified legal agent, practising in the courts of common law (as a solicitor practised in the courts of equity). This sense slowly disengaged itself from that of attorney as one duly appointed to act for another in business, &c. From an early period the name was often used reproachfully, as almost = 'knave' or 'swindler.'" The following illustrative quotations are given:—1330 *cir. Political Songs*, p. 339: "Attourneis in centré theih geten silver for noht." [This, as we all know, is an old cry of a somewhat mean and illiberal public.] 1402. Act of 4 Henry IV.: "Ordeignez est et establiz qe toutes ces attournees soient examinez par les Justices, & par leur discretion leur nouns mys en rolle." (It is ordained that all attorneys be examined by the justices, and that, at the discretion of these, their names be entered on the roll.) 1536. Wriothesley's *Chron.* (1875 ed.) i. 57: "An atturney of the lawe and felowe of Graies Inne." 1763. Blackstone's *Commentaries*, iii. 25: "An attorney-at-law answers to the procurator or proctor of the civilians and canonists." The quotations referring to the word in an unfavourable sense are: "1400. William of Nassington, *Spec. Vit.* MS. Bodl. 48, lf. 166:—

> "'A fals atorne
> Ffor he foloweþ wᵗ al his myȝt
> As wel a wrong ple as a riȝt.'"

1732. Pope (*Moral Essays*, iii. 274) referring to "the Man of Ross" making up differences, &c., says:—

> "Despairing quacks with curses fled the place
> And vile attorneys now an useless race."

1784. Even good old Dr. Johnson could not help having a fling at the poor attorney, for he observed to Boswell that "he did not care to speak ill of any man behind his back, but he believed the gentleman was an attorney."

2. *Ori in of the Office of Solicitors and D fin tion.*—Solicitors were formerly distinguished from attorneys as not having power to bind their principals; but in later years the term was restricted to practitioners in chancery, Parliament, Privy Council, &c. Perhaps the best old definition of a "solicitor" was, "one who does in chancery the business which is done by attorneys in other courts." There is more obscurity about the early history of solicitors than of attorneys, and a "common solicitor was not thought to hold a very respectable office, being sometimes only a menial servant of the

* Read at the London Meeting of the Incorporated Law Society.

† Pulling, *Laws of London*, p. 30.

nobility. This inferiority continued until the seventeenth century; as in 1654 it was provided that no person should be admitted as an attorney unless he had practised for five years in the courts as a common solicitor. The growth in the jurisdiction of the chancery courts, causing the two professions of attorney and solicitor to be united in the same person, resulted in the latter term gradually superseding the former. The word "solicitor" is from the Norman-French *solliciteur*, derived from the Latin *sollicitare*: to agitate, urge, or solicit.

3. *Chronology.*—For convenience in considering the various points in the history of our profession, I have prepared the following brief chronological table:—

1235. Attorneys allowed in minor courts.
1285. General attorneys allowed to act.
1402. Roll of attorneys required to be kept.
1606. Some legal training required.
1654. Attorneys ordered to join inns of court and chancery. Service as clerk required by rules of court.
1729. Articles of clerkship required by statute.
1785. Annual duty imposed.
1795. Stamp duty on articles imposed.
1801. First official Law List published.
1831. Law Society incorporated by Royal Charter.
1836. A final examination first required.
1843. Solicitors Act passed; Incorporated Law Society made registrar.
1860. Preliminary and Intermediate Examinations required.
1873. Attorneys abolished and called solicitors.

4. *Regulation by Law*—(*a*) *Number allowed*.—Some limitation in the number of attorneys seems to have existed at an early date, as we find the Statute 4 Henry 4, c. 18 provided that "as any die or cease, the justices shall appoint others being virtuous, learned, and sworn." The eastern counties appear to have suffered from an excess of attorneys, as we find in an amusing manner from the Act 33 Henry 6 [1455], c. 7, which recited that "not long before, within the city of Norwich and the counties of Suffolk and Norfolk there were but six or eight attornies at most, in which time great tranquillity reigned there; but that now in the said city and counties there were above fourscore attornies, the greater part of whom, having nothing else to live upon, spent their time in fomenting and encouraging little, trifling, and vexatious suits, to the no small damages of the said city and counties. Wherefore, it was enacted that, from thenceforth, there should be but six common attornies in Norfolk, six in Suffolk, and two in the city of Norwich, who should be approved by the chief justices, and that the election and admission of all other attornies by the justices above the said number should be void, and if any other should presume to practise he should forfeit £20." It is suggested that the imposition of the heavy stamp duty on articles of clerkship was due to a desire to limit the number of attorneys; but having regard to the date (1795), it is more probable it was to help in the enormous taxation required for heavy foreign wars.

(*b*) *Control by Statute and the Courts.*—When the Incorporated Law Society first took in hand the subject of consolidation, there were no less than seventy Acts affecting solicitors,* whereas there are now only three Acts in force older than the present reign. The first statute 20 Henry 3, c. 10 (passed indeed before there was a Parliament, but entered on the Parliament Roll, 1 Rot. Parl. 84) provided that "every freeman that oweth suit to the county, tithing, hundred, or wapentake, or to a court baron, may make an attorney to do his suit for him." The Statute of Westminster 2 (13 Edw. 1, c. 10) in 1285 enacted that "every person may make a general attorney to sue for him in all pleas in the circuit of the justices." The 4 Hen. 4, c. 18 providing for a roll and examination by the judges I have before mentioned. An Act, 3 Jac. 1, c. 7 provided that "none shall be admitted attornies in courts of record but such as have been brought up in the same courts, or otherwise well practised in soliciting of causes, and found skilful and of honest disposition." It is unnecessary to follow through the various Acts one by one affecting attorneys and solicitors. The profession was controlled also by rules of court, and accordingly we find in 1654 an order that "all attorneys be admitted of some inn of court or chancery by Hilary Term next," or in the term next after that in which they are admitted as attorneys. Another order in 1704 declared that "many attorneys were not admitted of some inn of court or chancery according to ancient usage, the neglect whereof was to the detriment and decay of the said societies," and proceeded to require all to be admitted by Trinity Term next.

(*c*) *Roll of Attorneys and Solicitors.*—The first Act which required the keeping of a roll was the 4 Hen. 4, c. 18 (already mentioned), and, until the Act 2 Geo. 2, c. 23, this was the chief Act on the subject. The latter Act directed that rolls or books of admissions should be kept by the masters of each common law court, and in chancery by the clerk of the Petty Bag Office. I have made inquiry as to what rolls of attorneys are now forthcoming, and learn from the Deputy-Keeper of the Public Records that in his office they have only got the admissions of attorneys from 1729 to this date, whilst at the Petty Bag Office they have the solicitors' admissions for the same period. Both these series seem to start with the Act 2 Geo. 2, c. 23 (already mentioned), but I am at present unable to trace the records of admissions for three centuries and a quarter (*i.e.* 1402 to 1729), though I trust these may be found, as no explanation has yet been offered as to their disappearance. The list of authorized practising attorneys and solicitors, &c., has been made known from time to time by the publication of printed lists known as the "Law Lists." The first of these appeared in 1793, and was published by Messrs. Stevens & Sons, who, as I am told, have a complete set from that date, and in 1801 the "Law List" became *official*, being then compiled from information furnished by attorneys when applying for their annual certificates (or licences). In 1861, by the Act 23 & 24 Vict. c. 127, it was enacted that "any such list issued by authority of the Commissioners of Inland Revenue should be *primâ facie* evidence of the payments of duty by any attorney or solicitor whose name appeared therein." [Many of these facts are kindly supplied by the Commissioners of Inland Revenue.] The courts of law and chancery have always possessed the power to strike off the roll any attorney or solicitor guilty of dishonest or unworthy conduct.

(*d*) *Taxation of Costs.*—The charges of solicitors are and always have been subject to a process called "taxation," though why, it is somewhat difficult to say, seeing that we have not now an Assize of Bread, and that doctors' bills and barristers' fees are not subject to these inconvenient disabilities, and auctioneers and house agents can charge what they please. The historian of our profession will, of course, direct special attention to this head and its possible connection with "the Plan of Campaign."

(*To be continued.*)

* Introd. 1st *Calendar* (1882), p. 26.

LEGAL NEWS.

OBITUARY.

Mr. Joseph Henry Dart, barrister, died at his residence, Beech House, Ringwood, Hampshire, on the 27th ult., at the age of seventy. Mr. Dart was the eldest son of Mr. Joseph Dart, of Tidwell, Devonshire, and was born in 1817. He was educated at Exeter College, Oxford, where he graduated second class in Mathematics in 1838, and he obtained the Newdigate Prize for English Verse in the same year. He was called to the Bar at Lincoln's inn in Hilary Term, 1841, and he had for many years a very extensive practice as a conveyancer. His well-known treatise on the law of Vendors and Purchasers has gone through many editions. Mr. Dart was for many years one of the conveyancing counsel to the Chancery Division. He was a bencher of Lincoln's-inn and a magistrate for Hampshire. He was married in 1842 to the daughter of Mr. Richard Humber.

Mr. Samuel Lilley, barrister, died at Southsea on the 22nd ult., at an advanced age. Mr. Lilley was the eldest son of Mr. Samuel Isaac Lilley, of Peckham, Surrey. He was educated at Jesus College, Oxford, was called to the bar at the Middle Temple in Trinity Term, 1827, and practised on the South-Eastern Circuit, and at the Central Criminal Court. Mr. Lilley had for many years a large criminal business, and he had long been the leader of the Surrey Sessions. He was also much engaged at the various licensing sessions in and near the metropolis, and for the last two years he had been one of the revising barristers for the county of Surrey.

Mr. Frederick Albert Lewin, barrister, died suddenly on the 25th ult. from disease of the heart. Mr. Lewin was the fourth son of Mr. Robert Lewin, of Cuddington, Surrey. He was born in 1842. He was formerly fellow of Caius College, Cambridge, where he graduated as sixth wrangler in 1864. He was called to the bar at Lincoln's-inn in Hilary Term, 1867, and he practised in the Chancery Division. He was the author of a treatise on "The Law of Apportionment," and he had edited "Lewin on Trusts." Mr. Lewin was married in 1869 to the eldest daughter of Mr. William Robert Baillie, W.S., of Edinburgh. He was buried on the 30th ult.

APPOINTMENTS.

Mr. Henry Bromet, solicitor (of the firm of Bromet, Taylor, & Bromet), of Leeds and Tadcaster, has been appointed Clerk to the Tadcaster School Board. Mr. Bromet was admitted a solicitor in 1863.

Sir Arthur Townley Watson, Bart., Q.C., has been elected a Bencher of Lincoln's-inn.

Mr. John Edmund Linklater, barrister, has been appointed a Registrar in Bankruptcy, in succession to the late Mr. Finlay Knight. Mr. Registrar Linklater is the eldest son of Mr. John Linklater, solicitor, of Size-lane, and was born in 1849. He was educated at Christ Church, Oxford. He was called to the bar at the Inner Temple in Hilary Term, 1872, and he has practised on the South-Eastern Circuit and in the Court of Bankruptcy.

Mr. John Davis Rawlins, solicitor (of the firm of Moore, Jackman, & Rawlins), of Lymington and Freshwater, has been appointed Clerk to the Lymington Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Rawlins was admitted a solicitor in 1876.

Mr. Thomas Beard, solicitor, of 10, Basinghall-street, has been appointed by Mr. William Alpheus Higgs, Sheriff-Elect, to be one of the Under-Sheriffs of London and Middlesex for the ensuing year. Mr. Beard was admitted a solicitor in 1858. He is deputy for the Ward of Bassishaw.

Mr. John Henry Fawcett, barrister, Consul-General and Judge of the Supreme Consular Court at Constantinople, has been created a Civil Knight Commander of the Order of St. Michael and St. George. Sir J. H. Fawcett is the eldest son of Mr. John Fawcett, barrister, and was born in 1831. He was educated at Rugby, and was formerly a scholar of Trinity Hall, Cambridge, where he graduated LL.B. in 1854. He was called to the bar at the Middle Temple in Trinity Term, 1857, and formerly practised on the Northern Circuit. He was appointed Vice-Consul and Assistant-Judge at Constantinople in 1875, and in the following year he became Consul-General and Judge of the Supreme Consular Court.

Mr. William Frederick Haynes Smith, Attorney-General of British Guiana, has been created a Companion of the Order of St. Michael and St. George. Mr. Smith is the fourth son of Mr. John Lucie Smith, of

Georgetown. He was called to the bar at the Middle Temple in Trinity Term, 1863. He was Solicitor-General of British Guiana from 1865 till 1874, when he was appointed Attorney-General for the colony.

Mr. Francis Fleming, barrister, Colonial Secretary for Natal, has been created a Companion of the Order of St. Michael and St. George. Mr. Fleming is the eldest son of Mr. James Fleming, Q.C. He was born in 1842, and was called to the bar at the Middle Temple in Michaelmas Term, 1866. He became Crown Solicitor for Mauritius in 1869, a district judge in Jamaica in 1876, Attorney-General of Barbadoes in 1882, Attorney-General of Ceylon in 1883, and Colonial Secretary for Natal in 1885.

Mr. Samuel Butler Provis, Assistant-Secretary of the Local Government Board, has been created a Civil Companion of the Order of the Bath. Mr. Provis is the eldest son of Mr. Samuel Provis, of Bath. He was educated at Queen's College, Cambridge, and was called to the bar at the Middle Temple in Easter Term, 1876.

Mr. John Malcolm Forbes Ludlow, barrister, Chief Registrar of Friendly Societies, has been created a Civil Companion of the Order of the Bath. Mr. Ludlow is the only son of the late Lieutenant-Colonel John Ludlow, C.B., and was born in 1821. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1843, and he formerly practised in the Court of Chancery. He has been Chief Registrar of Friendly Societies since 1875.

Mr. Charles Edward Gregg Philipps, barrister, has been created a Baronet. Sir C. Philipps is the eldest son of Mr. Edward Fisher, of Huddersfield. He was born in 1840, and he assumed the name of Philipps by Royal license. He was called to the bar at the Middle Temple in Trinity Term, 1868, and formerly went the Midland Circuit. Sir C. Philipps is a magistrate for Pembrokeshire and Carmarthenshire, and a deputy-lieutenant for the latter county. He was High-Sheriff of Pembrokeshire in 1882, and he has been Lord-Lieutenant of the town and county of Haverfordwest since 1876.

Mr. Henry Cecil Geare, solicitor (of the firm of Geare, Son, & Pease), of 57, Lincoln's-inn-fields, has been appointed a Commissioner to take Affidavits for the Supreme Court of the Province of South Australia.

Mr. John Robert Roberts, solicitor, of Halifax, has been appointed Clerk to the Justices of the city of Newcastle-on-Tyne. Mr. Roberts was admitted a solicitor in January, 1879, and during the last seven years has practised at Halifax in partnership with Mr. Walter Storey.

Mr. George Rose-Innes, jun., solicitor, has been appointed Under-Sheriff of London and Middlesex for the years 1887-8. He is a member of the firm of Rose-Innes, Son, & Crick, of Billiter-square, E.C., and was admitted in the year 1862. Mr. Rose-Innes, jun., has already held the office since 1885.

Mr. Charles Malcolm Henry Swan, solicitor (of the firm of Stollard & Swan), of 485, Oxford-street, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Frank Richardson, solicitor, of Wigton, has been appointed Clerk to the Local Board of Health for Wigton, Cumberland.

Mr. Charles Isaac Elton, Q.C., M.P., has been elected a Bencher of Lincoln's-inn.

Mr. George Rust has been elected Chairman of the Huntingdonshire Quarter Sessions.

The Right Hon. George Sclater Booth, barrister, M.P., who has been created Lord Basing, is the eldest son of Mr. William Lutley Sclater, of Hoddington House, Hampshire. He was born in 1826, and in 1857 he assumed the additional name of Booth by Royal license. He was educated at Winchester and at Balliol College, Oxford, where he graduated second class in Classics in 1847. He was called to the bar at the Inner Temple in Trinity Term, 1851, and he formerly practised in the Court of Chancery. He was M.P. for North Hampshire from 1857 till 1885, when he was returned for the Basingstoke Division of that county. He was secretary to the Poor Law Board from March, 1867, till February, 1868, and financial secretary to the Treasury from February till December, 1868. In 1874 he was appointed president of the Local Government Board, and was sworn in as a Privy Councillor, and he held that office till 1880. Lord Basing is a magistrate for Hampshire.

Sir Arnold William White, who has received the honour of Knighthood, was admitted a solicitor in 1857, and is a member of the firm of Arnold & Henry White, of 12 and 14, Great Marlborough-street, W. He is private solicitor to the Queen.

PARTNERSHIPS DISSOLVED.

Charles Frederick Smith, Thomas Disney Leaver, and Edward Llanfair Lewes, solicitors, Lancaster House, Savoy, Strand, London. June 24. The said Charles Frederick Smith will in future carry on the said business alone. [*Gazette*, June 24.]

George James Piercy and Charles Robert Hutchings, solicitors, Bournemouth. June 24. [*Gazette*, June 28.]

GENERAL.

Erratum.—In the list of calls to the bar published last week, for "Ralph Sliff Simey, B.A., Cambridge," read "Ralph Iliff Simey, B.A., Oxford."

At a sale by Mr. H. J. E. Brake, on the 23rd ult., of 320 plots, being the remaining portions of the Southgate Park Estate, New Southgate, N.; the Chingford Station Estate, Chingford, Essex; the West Stonebridge Park Estate, Stonebridge, Willesden; the property of the London Land Company, in Liquidation; the following prices were realised for each estate:—Southgate, £7,811; Chingford, £1,025; Willesden, £5,117; total, £13,953.

It is stated that considerable anxiety is felt at Croydon for the safety of Mr. G. W. Binns, a member of the firm of Messrs. Binns, Lincoln, & Marsh, solicitors of that town. The missing gentleman left Croydon on the 18th ult. for Southampton, where he had some important business to transact. He took up his quarters at the South-Western Hotel, and at seven o'clock the next morning went out for the purpose of having a bath, ordering his breakfast for half-past nine. At nine o'clock, however, his clothes were found on the beach, and although diligent search has since been made no further trace of him has been discovered.

At Bow-street on Saturday (says *The Times*) Francis Hill and Charles Thomas Hill, solicitors, of Chancery-lane, carrying on business as Messrs. Head & Hill, appeared to adjourned summonses charging them with wilful and corrupt perjury, alleged to have been committed in an action brought by Montague Mowbray Ballinger to recover money he alleged to be due under an agreement to share the profits of an action brought by Mr. and Mrs. Broughton against the *Pall Mall Gazette* in connection with the *Armstrong case*. The case against Mr. Francis Hill was proceeded with. The prosecutor deposed that he was now a journalist. He became acquainted with the Broughtons, and introduced them to the defendants with the object of commencing an action against the *Pall Mall Gazette* for libel. He alleged that it was agreed that he should share the profits equally with the defendants. He averred that he had done so in other actions. The action was eventually settled by the payment of £450, and the defendants were represented to have stated that £250 was for costs and the balance for damages. Witness had several interviews on the question of sharing the profits, and eventually he received a statement of account of moneys advanced to him, and, after allowing him five-tenths of the profits, a cheque for £24 12s. was sent. He afterwards commenced an action to compel the defendants to render an account, and for the recovery of half the profits under the alleged agreement. A summons was taken out in the ordinary course, and in answer the defendants filed an affidavit repudiating the statement that there had been any agreement to share the profits. In consequence the action was stayed, and this was the perjury complained of. In cross-examination by Mr. Kemp, witness said he had been on the stage, and at the time he introduced the case to Messrs. Hill he was a correspondent for American newspapers, though he could not now give the names of any paper. He admitted that he had borrowed money from Mr. Charles Hill, and had written letters expressing his gratitude for the kindness he had received. Mr. Kemp produced a letter written by the witness to the defendants in which he urged his claim, and counsel particularly drew attention to an extract with reference to the alleged bargain. The extract read as follows:—"With you I did not think it necessary, for you always gave me to understand that you would treat me on agency terms, and the few 'spec.' actions have been to our mutual liking." Mr. Bridge asked if this was consistent with the witness's assertion that there had been a special bargain. It was an absolute contradiction. The magistrate further stated that anything more disgraceful than this case he had never heard, and he trusted that the Incorporated Law Society would take it up to prevent bargains between solicitors and clerks. It was absolutely unprofessional, and brought the profession of the law into disrepute. Mr. Kemp asked the magistrate not to assume that his clients had acted in the manner suggested, as they had several letters from the prosecutor to shew that they had treated him with every kindness. Mr. Bridge: They are not guilty of perjury, but I hope the Incorporated Law Society will make some inquiry. The summons was dismissed.

COURT PAPERS.

SUPREME COURT OF JUDICATURK.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 1.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Mon., July 4	Mr. Carrington	Mr. Pemberton	Mr. Lavie	Mr. Koe
Tuesday ... 5	Lavie	Clowes	Carrington	Jackson
Wednesday 6	Beal	Pemberton	Lavie	Koe
Thursday .. 7	Pugh	Clowes	Carrington	Jackson
Friday 8	Leach	Pemberton	Lavie	Koe
Saturday... 9	Godfrey	Clowes	Carrington	Jackson

		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, July	4	Mr. Godfrey	Mr. Ward	Mr. Pugh
Tuesday	5	Leach	King	Beal
Wednesday	6	Godfrey	Ward	Pugh
Thursday	7	Leach	King	Beal
Friday	8	Godfrey	Ward	Pugh
Saturday	9	Leach	King	Beal

WINDING UP NOTICES.

London Gazette.—Friday, June 24.

JOINT STOCK COMPANIES.

Limited in Chancery.

B. Hyam & Son, Limited.—Creditors are required, on or before July 22, to send their names and addresses, and the particulars of their debts and claims, to John Annan, 1, Walbrook. Friday, Aug 5 at 11 is appointed for hearing and adjudicating upon the debts and claims.

LONDON MODEL DWELLING CO, LIMITED.—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts and claims, to Mr Paul Alfred Boulton, 39A, King William st. Tuesday, Aug 2 at 12 is appointed for hearing and adjudicating upon the debts and claims

LONDON OYSTER CULTIVATING CO, LIMITED.—Stirling, J, has fixed July 6 at 12, at his chambers, for the appointment of an official liquidator

RIXON'S IRON AND BRICK CO, LIMITED.—Petition for winding up, presented June 22, directed to be heard before Chitty, J, on Saturday, July 2. Miller & Co, Salters Hall ct, Cannon st, solors for petner

SAINT JAMES' HALL RESTAURANT, LIMITED.—Petition for winding up, presented June 24, directed to be heard before Kay, J, on July 2. Whitfield, Finsbury pavement, solor for petner

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

STAR BLEACHING CO, LIMITED.—The Vice Chancellor has fixed Tuesday, July 5 at 11 30, at Duchy chambers, 2, Clarence st, Manchester, for the appointment of an official liquidator

FRIENDLY SOCIETIES DISSOLVED.

COLD HATTON FRIENDLY SOCIETY, Seven Stars, Cold Hatton, Salop. June 22

PRESTON PROVIDENT SICK SOCIETY, Edinburgh Castle, Paul's sq, Preston. June 15

London Gazette.—TUESDAY, June 28.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CHEPSTOW BOBBIN MILLS CO, LIMITED.—Petition for winding up, presented June 24, directed to be heard before North, J, on Saturday, July 9. Gregory & Co, Bedford row, for Morgan & Co, Chepstow, solors for petner

FLINT, COAL, AND CANNEL CO, LIMITED.—By an order made by Chitty, J, dated June 18, it was ordered that the company be wound up. Bolton & Co, Lincoln's inn fields, for Lloyd & Roberts, Ruthin

FLINTSHIRE OIL AND CANNEL CO, LIMITED.—North, J, has, by an order dated May 16, appointed Stanley Blease, Fenwick st, Liverpool, to be official liquidator

PENARTH (CARDIFF) PIER CO, LIMITED.—By an order made by Chitty, J, dated June 18, it was ordered that the company be wound up. Allen & Edwards, Old Jewry, solors for petners

YSTALYFERA GAS CO, LIMITED.—Stirling, J, has, by an order dated April 15, appointed Edwin Alfred Wright, Brecon, to be official liquidator

UNLIMITED IN CHANCERY.

BRIGHTON DISTRICT TRAMWAYS CO.—Stirling, J, has, by an order dated May 16, appointed William Lyster Holt, 17, Parliament st, to be official liquidator. Creditors are required, on or before July 26, to send their names and addresses, and the particulars of their debts and claims, to the above. Tuesday, Aug 2 at 3, is appointed for hearing and adjudicating upon the debts and claims

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 28.

CLELAND, WILLIAM, Vincent sq, Westminster, Gent. July 27. Bennett v Cleland, Chitty, J. Cooper, Lincoln's inn fields

DOWLING, GEORGE HENRY, Kingston on Thames, Builder. July 31. Phillips v Dowling, Kay, J. Tadman, Gray's inn place, Gray's inn

HODGSON, SEPTIMUS, Southsea. Sept 30. Manning v Hodgson, Stirling, J. Cavell, Waterloo place

TIMSON, GEORGE, Courbevoie, nr Paris. July 30. Almey v Timson, North, J. Toller & Sons, Leicester

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 21.

BALES, ROBERT LEE, Ecclesfield, York, Quarryman. July 21. Morgan & Morgan, Bradford

BANKS, ANN, Salford. July 18. Dixon, Manchester

BENNETT, DANIEL, Faringdon, Berks, Esq. Aug 2. Francis, Fish st hill

BRADFORD, NICHOLAS, Lloyd's. Aug 1. Bishop & Angel, Exeter

CLARKE, JOHN, Westbourne Park. July 20. Darley & Cumberland, John st

CORNFORTH, THOMAS EDWARD, Hartlepool, Painter. Aug 2. Ferrier, Hartlepool

DIXON, THOMAS, Rychill, Northumberland, Farmer. July 9. Clayton & Gibson, Newcastle upon Tyne

DOLMAN, GEORGE, Clifton, Cab Proprietor. July 30. Fussell & Co, Bristol

HILL, JAMES ALLEN, Milton, Clevedon, Somerset, Yeoman. Aug 1. Bennett, Bruton

HUTT, HENRY, Boxford, Berks, Farmer. July 20. B & J C Pinniger, Newbury

JONES, MIRIAM, Mold, Flint. Aug 1. Kelly & Keene, Mold

MACKENZIE, LAWRENCE, Upper Woburn place. August 10. Gorton, Bedford row

MATKIN, LEWIS, Tutbury, Stafford, Fellmonger. July 20. J & W J Drewry, Burton upon Trent

MITCHELL, JOHN, Ossett, York, Rag Merchant. Aug 3. Ward & Lawrence, Ossett

NAYLOR, JOHN, Tamworth, Warwick, Wheelwright. July 19. Nevill & Atkins, Tamworth

NEUMANN, SARAH, Allerton, Liverpool. July 14. Tyrer & Co, Liverpool

PHILLIPS, HENRY RICHARD, Wilton Crescent, Horse Dealer. Sept 30. Allen & Son, Carlisle st

PINK, THOMAS FRANCIS, Harlesden, Builder. July 30. Benbow & Co, Stone bldgs

RAWCOMBE, ELIZA, Dalston. July 25. Curtis & Hilton, Union court

RHODES, ZACCHEUS, Bradford, Jeweller. July 31. Newton Rhodes, Bradford

RIPPER, JOSEPH, Stithians, Cornwall, Farmer. July 18. Daniell & Thomas, Camborne

RUSSELL, MARY ELIZABETH, Bloxwich, Stafford. Aug 1. Thursfield & Messiter, Wednesbury

SAMUFORD, SAMUEL, Greenheys, Manchester. July 18. Dixon, Manchester

SCOTT, JOHN, Harrington, Cumberland, Shipowner. July 15. Stibbard & Co, Leadenhall st

STARLING, JOSEPH, Stock Exchange, Stock Dealer. July 18. Godden & Co, Old Jewry

STERRY, ANNE ELIZA, St John's Wood. July 19. Turner, Bedford row

THOMAS, FELIX, Weston super Mare, Ironmonger. Aug 1. Smith & Sons, Weston super Mare

YATES, EDMUND TELFER, Burgh, Norfolk, Clerk in Holy Orders. July 14. Bavin & Daynes, Castle Meadow

London Gazette.—FRIDAY, June 24.

AMOS, WILLIAM, Teddington. Aug 20. Leslie & Co, Gresham bldgs

BEALE, HENRY, Welwyn, Herts, Esq. July 20. Beck, Ironmongers' Hall

CHASEY, STEPHEN, Bristol, Waterworks Foreman. July 16. Watts, Bristol

COHEN, NATHAN, Liverpool, Furniture Dealer. July 1. Moore & Son, Birkenhead

COULDRIDGE, CATHERINE JANE, Crediton, Devon. Aug 12. Tozer & Co, Exeter

DEANE, JOHN ARTHUR, Batley, York. July 23. Deane & Son, Batley

DYKE, MARY, West Bath. Aug 1. Crowdy & Co, Serjeant's inn

FUCE, MARY, Highworth, Wilts. July 30. Crowdy & Son, Faringdon

HOWARTH, ALICE, Little Bolton. July 21. Ryley, Bolton

HUISON, ROBERT, Sunderland, Stationer. July 25. Storey, Sunderland

KNAPPETT, HENRY, Camden Town, Fishmonger. July 25. Wheeler, Queen Victoria st

LIMBREY, SARAH TYACKE, Church Town, Cornwall. July 4. Grylls & Co, Helston

MARTIN, JOSEPH WILLIAM, Acton, Licensed Victualler. Aug 11. Brown, Lincoln's inn fields

MCBAIN, HEPHZIBAH, Islington. July 30. Ashley & Co, Frederick's place, Old Jewry

MILLWARD, WILLIAM, Aston New Town, Birmingham, Grocer. July 14. Lowe & Sons, Birmingham

RATTENBURY, EDWIN, Withington, Lancaster, Silk Mercer. Sept 2. Farrar & Hall, Manchester

RICE, JOHN, Alvington, Isle of Wight, Farmer. Aug 19. Bailey, jun, Newport, Isle of Wight

ROBERTS, ELIZABETH, Pontypridd. July 22. Davies, Pontypridd

ROGERS, PRUDENTIA, Tottenham. July 31. Hughes & Co, New Broad st

SMITH, THOMAS CHALONER, Chilton Follatt, Wilts, Esq. Aug 1. Barnes, Hungerford

TAYLER, JEMIMA EVERILDA, Leamington. July 31. Baker & Co, Lincoln's inn fields

THORNTON, JOHN, Idle, York, Grocer. July 20. Jessop, Bradford

WILSON, GEORGE JAQUES, Birmingham, Spur Manufacturer. July 21. Price, Birmingham

WOODWARD, ANNIE, Stretton upon Dunsmore, Warwick, Gent. Aug 1. Pattison & Co, Queen Victoria st

London Gazette.—TUESDAY, June 28.

ANNESLEY, ARTHUR ADOLPHUS, Gilbert st, Grosvenor sq, Esq. Nov 1. Chamberlayne & Beamont, Lincoln's inn fields

BAKER, Sir THOMAS, Old Trafford, Lancaster, Knight. July 26. Collins, Danes' inn

BROUGHTON, ANNIS, Manningham, York. July 31. Ford & Warren, Leeds

BURCHELL, JAMES, Teddington. Aug 11. Burchell & Co, Westminster

COUSINS, SAMUEL, Camden sq, Royal Academician. Aug 1. Waddilove & Johnson, Knightrider st

FORTESCUE, GEORGE ERNEST, Wangaratta, Colony of Victoria, Australia, Gent. Aug 2. Notcutt & Son, Ipswich

GERARD, Right Hon ROBERT TOLVER BARON, Garswood, Lancaster. Aug 10. Meynell & Pemberton, Whitehall pl

GREEN, ELLEN, Southport. July 25. Cullen, Bolton

GRIFFITH, THOMAS HENRY, Sutton, Barrister at Law. July 22. Bridges & Co, Red Lion sq

HILL, MATTHEW, Bootle, Lancaster, Doctor of Medicine. July 14. Lynch & Teebay, Liverpool

HUNT, JAMES EDWARD, Cromwell rd, Esq. Aug 23. Cope & Co, Gt George st

HYSLOP, CHARLES, Newcastle upon Tyne, Retired Earthenware and China Dealer. July 23. Stewart, Newcastle upon Tyne

KERSHAW, JOSEPH HUGHES, Porchester sq, Wool Warehouse Keeper. July 31. Drake & Co, Rood lane

KAY, EMMA, Shincliffe Town, Durham. Aug 31. Hargreaves & Joblin, Durham

KING, DANIEL, Toxteth pk, Lancaster, Tailor. Sept 23. Whitaker, Duchy of Lancaster Office, London

KER, ISABELLA, Hythe. August 1. Ford & Warren, Leeds

LAWTON, GEORGE WARNER, Eye, Suffolk, Esq. July 23. Lawton & Co., Eye

LUMLEY, WILLIAM, Kemberton, Salop, Farmer. July 20. Manby & Son, Wolverhampton

MACHIN, CHARLOTTE, Langridge rd. July 31. Drake & Co., Rood lane

MACNAB, JOHN, Bradford, Doctor of Medicine. August 1. J. & J. R. W. Thompson, Bradford

MERCER, JOHN SHARP, Finsbury park, Solicitor. August 5. Dance, Castle ct

MILES, THOMAS, Balham, Retired Baker. July 20. Clark & Smith, Malmesbury

NICHOLSON, JANE, Fenton, Cumberland. July 25. E. & E. Leadem Hough, Carlisle

PETCH, WILLIAM, Thetford, Norfolk, Labourer. Sept 25. Wilford, Sunderland

PERKS, JAMES, Balsall Heath, Birmingham, Gent. Sept 12. Russell, Birmingham

SIMS, JOHN, Kingston upon Hull, Storekeeper. Aug 13. Leak & Co, Hull

SPOONER, LOUISA MATILDA, Portmadoc, Carnarvon. Aug 20. Bloxham & Son, Birmingham

STEIN, ARTHUR TAYLOR, Ladbroke sq, Esq. Aug 9. Christmas, Cannon st

SURRIDGE, JANE HARRIETT, Eltham. July 31. Robinson, Newgate st

WARRILLOW, ANTHONY, Dresden, Stafford, Innkeeper. Aug 1. Ashmall, Hanley

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 24.

RECEIVING ORDERS.

ANDREWS, JOSEPH, Ironmonger lane, Public Accountant. High Court. Pet May 25. Ord June 20

BARNES, HENRY, Old Kent rd, Lead Merchant. High Court. Pet June 22. Ord June 22

BLYTH, ALFRED, Cambridge gdns, North Kensington, Engineer. High Court. Pet Jan 20. Ord June 20

BURRIDGE, JOHN, Moorgate st, Advertising Agent. High Court. Pet June 23. Ord June 23

CARLTON, EDWIN, residence unknown. High Court. Pet May 26. Ord June 20

COLLINS, JAMES CHUMA, Tamworth, Warwick, out of employment. Birmingham. Pet June 22. Ord June 22

COWDREY, GEORGE, Greyhound rd, Fulham, Grocer. High Court. Pet June 20 Ord June 20

DETHICK, COLNETT, Lincoln, Boat Builder. Lincoln. Pet June 22. Ord June 22
DOWNS, WILLIAM, Manchester, Cotton Waste Merchant. Manchester. Pet June 10. Ord June 23
ELTON, JAMES JOSHUA, Newton Toney, Wilts, Carrier. Salisbury. Pet June 20. Ord June 20
EVANS, JOHN EDGAR, Abergavenny, Mon, Sculptor. Tredegar. Pet June 1. Ord June 20
FURLOW, JOHN, Pontypool, Mon, Grocer. Newport, Mon. Pet June 20. Ord June 20
GALE, W F, Liverpool, Clerk. Liverpool. Pet June 8. Ord June 22
GOODWIN, SAMUEL, Stockport, Cheshire, Undertaker. Stockport. Pet June 22. Ord June 22
HAMER, HENRY, Carnarvon, out of business. Bangor. Pet June 22. Ord June 22
JEMMESON, JOSEPH, Langleydale, nr Barnard Castle, Durham, Farmer. Stockton on Tees and Middlesborough. Pet June 20. Ord June 20
JENKINS, DAVID, Cardiff, China Dealer. Cardiff. Pet June 17. Ord June 17
JONES, JOHN PARRY, Penrhyndeudraeth, Merioneth, Builder. Bangor. Pet June 20. Ord June 20
LEE, ERNEST ADOLPHUS, South Shields, Builder. Newcastle on Tyne. Pet June 20. Ord June 20
MACMAHON, ROBERT BATESON, Heene, Sussex, Gent. Brighton. Pet June 20. Ord June 20
MARKS, A., Old st, South Hackney, Furniture Dealer. High Court. Pet June 16. Ord June 20
PATTERSON, ALEXANDER, Gateshead, Durham, Saddler. Newcastle on Tyne. Pet June 22. Ord June 22
PICKERSGILL, RICHARD, Leeds, Merchant. Leeds. Pet June 22. Ord June 22
PLEWMAN, RICHARD, Bristol, Leather Merchant. Bristol. Pet June 20. Ord June 20
POLLYBLANK, NICHOLAS, and RICHARD HENRY PARR, Goswell rd, Licensed Victuallers. High Court. Pet June 20. Ord June 20
READY, WILLIAM JOHN, Great Grimsby, Sailmaker. Great Grimsby. Pet June 20. Ord June 20
ROGERS, WILLIAM, High rd, Kilburn, Boot Maker. High Court. Pet June 8. Ord June 20
SHARPE, JOHN, Birmingham, Jeweller. Birmingham. Pet June 7. Ord June 22
SIGGERS, GEORGE WILLOUGHBY, Union st, Whitechapel, Licensed Victualler. High Court. Pet June 20. Ord June 20
SLATER, WILLIAM, Leeds, Boot Manufacturer. Leeds. Pet June 20. Ord June 23
SOLLIS, WILLIAM JOHN, Birmingham, Baker. Birmingham. Pet June 20. Ord June 20
START, WILLIAM THOMAS, Beeston, Nottinghamshire, no occupation. Nottingham. Pet June 20. Ord June 20
SWINDELLS, EDWIN, Macclesfield, Engineer. Macclesfield. Pet June 20. Ord June 20
THOMAS, JOHN, Bangor, Saddler. Bangor. Pet June 22. Ord June 22
THORPE, WILLIAM, Nottingham, Lace Manufacturer. Nottingham. Pet June 22. Ord June 22
TOMLINSON, REUBEN, Mansfield, Nottinghamshire, Stationer. Nottingham. Pet June 22. Ord June 22
WHATLEY, GEORGE EDWARD STUART, Elm grove, Hammersmith, Clerk. High Court. Pet June 20. Ord June 20
WHITEHEAD, GEORGE, Liverpool, Chairman to Loan Society. Liverpool. Pet June 6. Ord June 22
WHITEMAN, WILLIAM, Taunton, Hatter. Taunton. Pet June 22. Ord June 22
WIGGINS, JOHN, Manchester, Earthenware Dealer. Manchester. Pet June 20. Ord June 20
WIGLEY, HENRY, Uttoxeter, Staffs, Butcher. Burton on Trent. Pet June 16. Ord June 16
WIGLEY, LEWIS, Clay Cross, Derbyshire, Grocer. Chesterfield. Pet June 18. Ord June 20
WILLIAMS, ALFRED, High Wycombe, Chairmaker. Aylesbury. Pet June 22. Ord June 22
WILLING, SAMUEL, Gray's inn rd, Farmer. East Stonehouse. Pet May 27. Ord June 18

FIRST MEETINGS.

ATTWOOD, THOMAS GARDNER, Northampton, out of business. July 6 at 10. County Court, Northampton
BURTON, GEORGE, Green st, Bethnal Green, Leather Merchant. July 1 at 11. 33, Carey st, Lincoln's inn
DORINGTON, JOHN, Gracechurch st, Advertising Agent. July 5 at 11. Bankruptcy bldgs, Lincoln's inn
DOWLING, REGINALD BLEWITT, Ramsden rd, Balham, Esq. July 4 at 12. 109, Victoria st, Westminster
ELTON, JAMES JOSHUA, Newton Toney, Wilts, Carrier. July 4 at 3. Off Rec, Salisbury
FAUTLY, WILLIAM, Aldershot, Grocer. July 1 at 11. 16 Room, 30 and 31 St Swithin's lane
FURLOW, JOHN, Pontypool, Mon, Grocer. July 12 at 4. Off Rec, 12, Tredegar pl, Newport, Mon
GIBBONS, HENRY HUETON, Leeds, Plumbers' Factor. July 4 at 11. 22, Park row, Leeds
HARRISON, REYNOLDS, Frant rd, Thornton Heath, Laundryman. July 5 at 3. 109, Victoria st, Westminster
JEATT, AUGUSTUS BISSETT, Farnborough, Hants, Auctioneer. July 4 at 1. Victoria Hotel, Aldershot
JONES, JOHN PARRY, Penrhyndeudraeth, Merionethshire, Builder. July 7 at 4. Queen Hotel, Blaenau Festiniog
LEE, ERNEST ADOLPHUS, South Shields, Builder. July 4 at 11. Off Rec, Pink lane, Newcastle on Tyne
MARTIN, CHARLES, Canterbury, out of business. July 1 at 10. 47, St George's st, Canterbury
MEARS, HENRY, Old Kent rd, Fancy Dealer. July 1 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
MUSKETT, ROBERT ALBERT, High rd, Lee, Bootmaker. July 5 at 12. 109, Victoria st, Westminster
PATTERSON, ALEXANDER, Gateshead, Saddler. July 4 at 12. Off Rec, Pink lane, Newcastle on Tyne
SMITH, THOMAS, Walsall, Hay Dealer. July 2 at 11. Off Rec, Walsall
STEPHENS, JOSEPH, Roche, Cornwall, Seed Merchant. July 1 at 2. Queen's Head Hotel, St Austell
SWINDELLS, EDWIN, Macclesfield, Engineer. July 4 at 12. Off Rec, 23, King Edward st, Macclesfield
TAYLOR, JONATHAN, Liverpool, Clerk. July 5 at 3. Off Rec, 35, Victoria st, Liverpool
THORNE, WILLIAM, Stratford upon Avon, Glass Dealer. July 2 at 11.30. R W Peirson, Off Rec, 17, Hertford st, Coventry
VINTON, WILLIAM HENRY EVANS, Kingston upon Hull, Smack Owner. July 1 at 2. Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
WALKER, HENRY JOHN, Chichester, Tobacconist. July 1 at 12. Off Rec, 4, Pavilion bldgs, Brighton
WALLACE, HENRY WILLIAM, Little Gonerby, Grantham, Tobacconist. July 2 at 12. Off Rec, 1, High pavement, Nottingham
WHITWORTH, CHARLES HENRY, Newport Pagnell Mills, Bucks, Miller. July 5 at 3. County Court, Northampton
WIGLEY, HENRY, Uttoxeter, Staffs, Butcher. July 2 at 12. White Hart Hotel, Uttoxeter
WILLIAMS, HUMPHREY, Conway, Carnarvonshire, Licensed Victualler. July 4 at 11.30. Queen's Head Cafe, Bangor
WINLEY, LEWIS, Clay Cross, Derbyshire, Grocer. July 4 at 3. Angel Hotel, Chesterfield

ADJUDICATIONS.

ALCOCK, THOMAS, Leamington, Shoeing Smith. Warwick. Pet June 2. Ord June 2
ANDREWS, ALFRED ROBERT, Ivy lane, Newgate st, Lace Goods Manufacturer. High Court. Pet June 14. Ord June 22
BAYLY, ARTHUR OCTAVIUS, Bucklersbury, Solicitor. High Court. Pet March 24. Ord June 20
BROWNING, JAMES, Gaisford st, Kentish Town, Builder. Croydon. Pet June 9. Ord June 22
BUXTON, WILLIAM JAMES, Gray's inn sq, Architect. High Court. Pet Jan 28. Ord June 22
DETHICK, COLNETT, Lincoln, Boat Builder. Lincoln. Pet June 22. Ord June 22
EVANS, BENJAMIN, Tredunnock, nr Newport, Mon, Draper. Newport, Mon. Pet May 5. Ord June 23
FITTOCK, EDWIN J., Long Acre. High Court. Pet March 26. Ord June 22
FOSTER, WILLIAM, Raleigh rd, Penge, no occupation. Croydon. Pet June 17. Ord June 22
GOODWIN, SAMUEL, Stockport, Cheshire, Undertaker. Stockport. Pet June 22. Ord June 22
GRANT, JOHN FRANKLIN, Manchester, out of employment. Salford. Pet June 14. Ord June 23
HARRISON, JOHN, Newcastle under Lyme, Grocer. Hanley, Burslem, and Tunstall. Pet June 2. Ord June 23
HONEY, THOMAS RENNIE, and ROBERT JOHN HONEY, Gillingham, Coal Merchants. Rochester. Pet June 14. Ord June 22
LLOYD, DAVID, Llanrhydd, nr Ruthin, Builder. Wrexham. Pet June 10. Ord June 20
LIBERTY, JAMES, Sneinton, Nottingham, Lace Manufacturer. Nottingham. Pet June 17. Ord June 18
NIELD, WILLIAM, and SAMUEL WALMSLEY NIELD, Liverpool, Coffee Dealers. Liverpool. Pet May 27. Ord June 23
RUMSEY, W B, St Paul's Churchyard, Manufacturers' Agent. High Court. Pet May 9. Ord June 22
SCOURFIELD, MARGARET, Treforest, Glamorgan, Draper. Pontypridd. Pet June 16. Ord June 20
SOLLIS, WILLIAM JOHN, Birmingham, Baker. Birmingham. Pet June 20. Ord June 20
SYER, CHARLES, Swansea, Clothier. Swansea. Pet June 14. Ord June 17
THORNE, WILLIAM, Stratford on Avon, Glass Dealer. Warwick. Pet June 17. Ord June 22
TOMLINSON, REUBEN, Mansfield, Nottingham, Stationer. Nottingham. Pet June 22. Ord June 22
TOOTH, GEORGE, Nottingham, Currier. Nottingham. Pet May 19. Ord June 18
VINTON, FREDERICK, South st, Wandsworth, Grocer. Wandsworth. Pet May 16. Ord June 20
WALKER, HENRY JOHN, Chichester, Tobacconist. Brighton. Pet June 16. Ord June 23
WALLACE, HENRY WILLIAM, Little Gonerby, Grantham, Tobacconist. Nottingham. Pet June 13. Ord June 18
WIGGINS, JOHN, Manchester, Earthenware Dealer. Manchester. Pet June 20. Ord June 20
WIGLEY, LEWIS, Clay Cross, Derby, Grocer. Chesterfield. Pet June 18. Ord June 20
WILLIAMS, ALFRED, High Wycombe, Chairmaker. Aylesbury. Pet June 22. Ord June 23
WRIGHT, GEORGE BENJAMIN, Wolverhampton, Engineer. Wolverhampton. Pet June 11. Ord June 23

London Gazette.—TUESDAY, June 28.

RECEIVING ORDERS.

ARNULL CHARLES, Newmarket, Trainer of Racehorses. Cambridge. Pet June 18. Ord June 25
BRADBURY, SAMUEL WILLIAM, New Oxford st, Commercial Traveller. High Court. Pet June 24. Ord June 24
CARTER, THOMAS, Preston, Lancashire, Plumber. Preston. Pet June 15. Ord June 23
CLIFFE, WILLIAM HENRY, jun, Daybrook, Nottinghamshire, Lace Manufacturer. Nottingham. Pet June 24. Ord June 24
DEAN, SAMUEL HARRISON, Chester, Saddler. Chester. Pet June 24. Ord June 24
DICK, ROBERT JAMES, Handsworth, Staffordshire, Jeweller. Birmingham. Pet June 7. Ord June 8
DUKE, ALFRED, Rotherfield st, Fruiterer. High Court. Pet June 23. Ord June 23
EDWARDS, ROPERT, Llanfor, Merionethshire, Labourer. Wrexham. Pet June 24. Ord June 24
ELLIOTT, E. B., Loughborough pk. High Court. Ord June 11
FLIGHT, FREDERICK, Oxford, Confectioner. Oxford. Pet June 23. Ord June 23
FLETCHER, JOHN, Yardley, Worcestershire, Jeweller. Birmingham. Pet June 25. Ord June 25
FOLLEY, EDWARD, Sunderland, Pie Maker. Sunderland. Pet June 22. Ord June 23
GHENT, WILLIAM HEWITT, Sackville st, Piccadilly, Lodging house Keeper. High Court. Pet May 10. Ord June 22
GORDON, THOMAS, Pocklington, Yorks, Butcher. York. Pet June 24. Ord June 24
HALLAM, GEORGE FREDERICK, Radford, Nottingham, out of business. Nottingham. Pet June 25. Ord June 25
HARDY, JAMES SHEPPERSON, Nottingham, Painter. Nottingham. Pet June 25. Ord June 25
HODGSON, ISAAC, Threapthwaite, Cumberland, Joiner. Whitehaven. Pet June 24. Ord June 24
KEEBLE, FREDERICK THOMAS COLEMAN, EMANUEL GEORGE CLAPP HOWELL, and WILLIAM FINLAY PAUL, Jermyn st, Italian Warehousemen. High Court. Pet June 24. Ord June 24
KENT, WILLIAM, High st, Thames Ditton, Smith. Kingston, Surrey. Pet June 25. Ord June 25
KING, GEORGE JACOB, Northampton, Builder. Northampton. Pet June 24. Ord June 24
MILSTEAD, ALBERT, Carlyle sq, Chelsea, no occupation. High Court. Pet June 4. Ord June 24
MUIRHEAD, ROBERT DALRYMPLE STEWART, Onslow sq, South Kensington, late of Horse Guards. High Court. Pet May 14. Ord June 25
OAKLEY, WILLIAM, Tunbridge Wells, Builder. Tunbridge Wells. Pet June 22. Ord June 22
PHILLIPS, BENJAMIN, Merthyr Tydfil, China Dealer. Merthyr Tydfil. Pet June 24. Ord June 24
PORTER, ALFRED, Streatham hill, Nurseryman. Wandsworth. Pet March 29. Ord June 20

POTTERTON, EDWARD, and ROBERT WILLIAM GOULD, East Molesey, Timber Merchants. Kingston, Surrey. Pet June 23. Ord June 23
REDMAN, CHARLES, Deal, out of business. Canterbury. Pet June 8. Ord June 2
ROSE, JOHN, Norwell, Notts, Farmer. Nottingham. Pet June 25. Ord June 25
SMITH, EDWARD MATTHEW BROOKE, Eagle st, Red Lion st, Builder. High Court. Pet April 25. Ord June 23
SNOWDON, CHARLES HENRY, Sunderland, Painter. Sunderland. Pet June 22. Ord June 22
STURGES, JOHN SINCLAIR, Bath, Schoolmaster. Bath. Pet June 24. Ord June 24
TOWNSHEND, BENJAMIN, and THOMAS CROFTON, High Holborn, Grocers. High Court. Pet June 6. Ord June 23
WEDDALL, EDWIN, Crowle, Lincolnshire, no occupation. Sheffield. Pet May 27. Ord June 23
WELLS, FREDERICK WILLIAM, Long Eaton, Derbyshire, Lace Manufacturer. Derby. Pet June 24. Ord June 24
WILLIAMS, JOHN, Ynysybwl, Glamorganshire, Grocer. Pontypridd. Pet June 24. Ord June 24
WILLIAMS, PETER, and DAVID WILLIAMS, Tonypandy, Glamorganshire, Grocers. Pontypridd. Pet June 24. Ord June 24
WILLISON, MATTHEW, Whadden, Buckinghamshire, Baker. Banbury. Pet June 24. Ord June 24
YOUNG, GEORGE, Gillingham, Dorset, Timber Merchant. Salisbury. Pet June 14. Ord June 24

FIRST MEETINGS.

ALLEN, WILLIAM PETERS, West Ham, Essex, Dealer in Sweets. July 5 at 12. 33, Carey st, Lincoln's inn
ARNALL, EDWARD WILLIAM, Essex rd, Islington, Hatter. July 5 at 2.30. 33, Carey st, Lincoln's inn
ARNULL, CHARLES, Newmarket, Trainer of Racehorses. July 8 at 2.30. White Hart Hotel, Newmarket
ASBELL, HENRY SIMON, Birmingham, Jeweller's Case Maker. July 7 at 3. 25, Colmore row, Birmingham
APPLEBY, WILLIAM BEW, Willenhall, Staffs, out of business. July 5 at 1.30. County Court House, Blackburn
ASH, ROSINA, Birmingham, Pawnbroker. July 8 at 11. 25, Colmore row, Birmingham
BERRY, JOHN, Clockheaton, Yorks, Card Maker. July 11 at 11. Off Rec, 31, Manor row, Bradford
BISCOE, SAMUEL, Bedford, Hotel Keeper. July 12 at 10. 8, St Paul's sq, Bedford
BROOKS, GEORGE, Vartry rd, Stamford hill, Minister of Religion. July 5 at 11. 33, Carey st, Lincoln's inn
CARTER, THOMAS, Preston, Plumber. July 6 at 3. Off Rec, 14, Chapel st, Preston
COX, EDWARD BURTON, EDWARD JOSHUA COX, and EBENEZER COX, Westbourne grove, Bayswater, Drapers. July 11 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
DAVIES, DAVID, Carmarthen, Stationer. July 7 at 11. Off Rec, 11, Quay st, Carmarthen
DAVIS, JOHN, and HENRY DAVIS, Tottenham ct rd, House Furnishers. July 7 at 2.30. Bankruptcy bldngs, Lincoln's inn
DETHICK, COLNETT, Lincoln, Boat Builder. July 5 at 12.30. Off Rec, 2, Benedict's sq, Lincoln
DICK, ROBERT JAMES, Handsworth, Staffordshire, Jeweller. July 7 at 11. 25, Colmore row, Birmingham
DRABBLE, CHARLES JAMES, Stratford, Essex, Draper's Assistant. July 5 at 2.30. 33, Carey st, Lincoln's inn
DYNES, FREDERICK THOMAS, Bedford, Currier. July 12 at 11. 8, St Paul's sq, Bedford
EDWARDS, ROBERT, Llanfor, Merionethshire, Labourer. July 19 at 12. County Hall, Wrexham
FOLLEY, EDWARD, Sunderland, Pie Maker. July 6 at 1.30. Off Rec, 21, Fawcett st, Sunderland
GOLDBERG, EPHRAIM HYMAN, Burdett rd, Bow, Wardrobe Dealer. July 7 at 11. 33, Carey st, Lincoln's inn
GOODWIN, SAMUEL, Stockport, Undertaker July 7 at 12.30. Off Rec, County County chbrs, Market pl, Stockport
GORDON, THOMAS, Pocklington, Yorks, Butcher. July 7 at 12. Off Rec, York
HODGSON, ISAAC, Threapthwaite, Cumberland, Joiner. July 8 at 1. 67, Duke st, Whitehaven
HUNT, ROBERT, Charles st, St James's, Gent. July 6 at 11. 33, Carey st, Lincoln's inn
JONES, THOMAS CUTLER, JAMES OTIS DE WOLFE, and HAROLD BOYD JONES, Antwerp, Shipowners. July 8 at 2. Off Rec, 35, Victoria st, Liverpool
LEE, CHARLES, and LUDWIG SIMON, Cromwell avenue, Hornsey, Fine Art Publishers. July 6 at 11. 33, Carey st, Lincoln's inn
LITTLEWOOD, JOSEPH LEONARD, Lincoln, Fruiterer. July 5 at 12. Off Rec, 2, St Benedict's sq, Lincoln
MANN, WILLIAM EDWARD, GEORGE STOGDALE, and LISTER HENRY, Melbourne, Victoria, Merchants. July 8 at 11.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
MARKS, HENRY, Mile End rd, Clothier. July 6 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
MARSDEN, ANDREW, jun, Nottingham, Clerk. July 5 at 11. Off Rec, 1, High pavement, Nottingham
MICHEL, JAMES ROBERT, Leeds, Oil Manufacturer. July 5 at 11. Off Rec, 22, Park row, Leeds
PLEWMAN, RICHARD, Bristol, Leather Merchant. July 6 at 12.45. Great Western Hotel, Paddington
PRESTON, HARVEY JAMES, Clifton rd, Clapton pk, Cattle Dealer. July 7 at 12. 33, Carey st, Lincoln's inn
RAWSON, FREDERICK, Lincoln, Tailor. July 5 at 1. Off Rec, 2, St Benedict's sq, Lincoln
RICHARDS, THOMAS DAVIES, Carmarthen, Grocer. July 5 at 3. Off Rec, 11, Quay st, Carmarthen
SMITH, JAMES HENRY, Birmingham, Ornamenter. July 6 at 11. 25, Colmore row, Birmingham
STAFFORD, FRANCIS JAMES, Brighton, Boot Maker. July 6 at 12. Bankruptcy bldgs, Lincoln's inn
START, WILLIAM THOMAS, Beeston, Notts, no occupation. July 5 at 12. Off Rec, 1, High pavement, Nottingham
TAYLOR, FRANCIS, Birmingham, Fruiterer. July 6 at 3. 25, Colmore row, Birmingham
VINTEN, FREDERICK, South st, Wandsworth, Grocer. July 8 at 12. 109, Victoria st, Westminster
WELLS, FREDERIC WILLIAM, Long Eaton, Derbyshire, Lace Manufacturer. July 6 at 3. Flying Horse Hotel, Nottingham
WHARTON, CHARLES, Mirfield, Yorks, Commission Agent. July 5 at 10. Off Rec, Bank chbrs, Batley
WHITEMAN, WILLIAM, Taunton, Hatter. July 6 at 2. Off Rec, 9, Middle st, Taunton
WINTERSON, CHARLES SELF, Bristol, Ironmonger. July 5 at 12. Off Rec, Colmore row, Birmingham
WOOD, GEORGE FREDERICK, Beaufort terrace, Fulham, Provision Merchant. July 7 at 2.30. 33, Carey st, Lincoln's inn

ADJUDICATIONS.

APPLEBY, WILLIAM BEW, Willenhall, Staffs, out of business. Blackburn. Pet June 16. Ord June 24
ARNOLD, ALBERT JOHN, Dover, Tailor. Canterbury. Pet June 6. Ord June 22
BARNETT, CHARLES, Pembroke Dock, Grocer. Pembroke Dock. Pet May 31. Ord June 25
BOWDEN, JOHN FRANCIS WOOLDRIDGE, FELIX JOYCE BOWDEN, and JOHN OUTLAW, Gt Portland st, Oxford st, Print Sellers. High Court. Pet April 29. Ord June 24
COLLINS, JAMES CHUMA, Tamworth, Warwickshire, out of employment. Birmingham. Pet June 22. Ord June 23
CONEY, LOUISA ELLIOTT, Tottenham ct rd, Bootmaker. High Court. Pet May 13. Ord June 22
COWDREY, GEORGE, Greyhound rd, Fulham, Grocer. High Court. Pet June 20. Ord June 23
DAVIES, DAVID, Carmarthen, Stationer. Carmarthen. Pet June 17. Ord June 25
DAVIS, TOM, Parkstone, Dorset, Builder. Poole. Pet June 3. Ord June 25
DAWSON, LEWIS, Rochdale, Lancs, Iron Merchant. Oldham. Pet June 7. Ord June 24
DEAN, SAMUEL HARRISON, Chester, Saddler. Chester. Pet June 24. Ord June 24
DES VIGNES, GEORGE FRANCIS GABRIEL, Chertsey, Surrey, Boat Builder. Kingston, Surrey. Pet May 21. Ord June 25
DOWNS, WILLIAM, Manchester, Cotton Waste Merchant. Manchester. Pet June 10. Ord June 24
EDWARDS, ROBERT, Llanfor, Merioneth, Labourer. Wrexham. Pet June 23. Ord June 24
ELTON, JAMES JOSHUA, Newton Toney, Wilts, Carrier. Salisbury. Pet June 20. Ord June 20
EVANS, JOHN EDGAR, Abergavenny, Mon, Sculptor. Tredegar. Pet June 1. Ord June 25
FIRMIN, ARTHUR, Honeywell rd, Wandsworth Common, Clerk. Wandsworth. Pet June 3. Ord June 25
FOLLEY, EDWARD, Sunderland, Piemaker. Sunderland. Pet June 22. Ord June 22
GIBSON, WILLIAM ASHTON, Chelmsford, Miller. Chelmsford. Pet May 17. Ord June 23
GORDON, THOMAS, Pocklington, Yorks, Butcher. York. Pet June 24. Ord June 24
HALFORD, FREDERICK BENJAMIN, Cleveland gdns, out of business. High Court. Pet June 8. Ord June 9
HAMBROOK, SAMUEL DEAN, Folkestone, Upholsterer. Canterbury. Pet May 20. Ord June 24
HARDY, JAMES SHEPPERSON, Nottingham, Painter. Nottingham. Pet June 25. Ord June 25
HERD, WILLIAM, Brick lane, Bethnal Green, Draper. High Court. Pet April 19. Ord June 22
HODSON, ISAAC, Threapthwaite, Cumberland, Joiner. Whitehaven. Pet June 24. Ord June 24
HOLLIS, JOHN, Birmingham, Wheelwright. Birmingham. Pet May 7. Ord June 23
HYAM, MONTAGUE, Holborn Viaduct, Tailor. High Court. Pet May 11. Ord June 23
ILLINGWORTH, JOHN, Bingley, Yorks, Coal Merchant. Bradford. Pet June 8. Ord June 25
JENKINS, DAVID, Cardiff, China Dealer. Cardiff. Pet June 17. Ord June 23
JONES, JOHN ELIAS, Blaenau Festiniog, Merionethshire, Tailor. Bangor. Pet June 7. Ord June 25
JONES, WILLIAM, Swansea, Builder. Swansea. Pet May 31. Ord June 24
KING, GEORGE JACOB, Northampton, Builder. Northampton. Pet June 24. Ord June 24
LEE, ERNEST ADOLPHUS, South Shields, Builder. Newcastle on Tyne. Pet June 20. Ord June 24
POLLYBLANK, NICHOLAS, and RICHARD HENRY PARR, Goswell rd, Licensed Victuallers. High Court. Pet June 20. Ord June 23
SHARP, ELKANAH, Bradford, China Dealer. Bradford. Pet June 7. Ord June 25
SHARPE, JOHN, Birmingham, Jeweller. Birmingham. Pet June 7. Ord June 25
SIGGERS, GEORGE WILLOUGHBY, Union st, Whitechapel, Licensed Victualler. High Court. Pet June 20. Ord June 25
SKRINE, CLAIRMONT ALFRED, Brentwood, Gent. Chelmsford. Pet April 7. Ord June 23
SLATER, WILLIAM, Leeds, Boot Manufacturer. Leeds. Pet June 20. Ord June 24
START, WILLIAM THOMAS, Beeston, Notts, no occupation. Nottingham. Pet June 20. Ord June 25
STURGES, JOHN SINCLAIR, Bath, Schoolmaster. Bath. Pet June 24. Ord June 24
SYTNER, HILL, Birmingham, Merchant. Birmingham. Pet May 31. Ord June 23
TAYLOR, JONATHAN, Liverpool, Clerk. Liverpool. Pet June 4. Ord June 23
THURLOW, GIORGIO LUIGI ANTONIO, and ELLEN MARY THURLOW, Leamington, Boarding House Keepers. Warwick. Pet June 15. Ord June 23
TINSLAY, CHARLES J., Ann st, Mile end, Licensed Victualler. High Court. Pet Mar 17. Ord June 23
WATERMAN, JAMES, Ramsgate, out of business. Canterbury. Pet May 19. Ord June 20
WELLS, FREDERIC WILLIAM, Long Eaton, Derbyshire, Lace Manufacturer. Derby. Pet June 24. Ord June 24
WHITELEY, WILLIAM HENRY, and THOMAS THORNTON, Huddersfield, Dyers. Huddersfield. Pet June 2. Ord June 24
WILLIAMS, JOHN, Ynysybwl, Glamorganshire, Grocer. Pontypridd. Pet June 23. Ord June 24
WILSON, BERNARD GEORGE, Union ct, Old Broad st, Solicitor. High Court. Ord June 24
WOOD, WILLIAM, Chelmsford, Builder. Chelmsford. Pet March 2. Ord June 23

ADJUDICATION ANNULLED.

SELLERS, GEORGE EUSTACE, Regent st, Publisher. High Court. Adjud May 5, 1886. Annul May 26

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS and STUTTERERS should read a little book by Mr. B. BEASLEY, Baron's Court House, West Kensington, London, price 13 stamps. The Author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

SALES OF ENSUING WEEK.

July 5.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties and Ground-Rents (see advertisement, June 11, pp. 6 and 7, and June 25, p. 4).

July 7.—Messrs. HUMBERT, SON, & FLINT, at the Mart, at 2 p.m., Reversions, Freehold Garden Ground, and Half Share in Freehold Estate (see advertisement, June 11, pp. 8 and 9.
July 7.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m., Reversions, &c., &c. (see advertisement, June 11, p. 12, and this week, p. 9).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ANTILL.—June 23, at Sutton, Surrey, the wife of Leslie Antill, solicitor, of a daughter.
BANNING.—June 22, at Rosemore, Yorktown, Surrey, the wife of S. T. Banning, of the Middle Temple, barrister-at-law, of a son.
CHAMBERLAYNE.—June 23, at Weddington, Nuneaton, the wife of Stanes Chamberlayne, barrister-at-law, of a daughter.

MARRIAGE.

COEN—KNILL.—June 22, at Greenwich, James Coen, of the Middle Temple, to Rose, daughter of Alderman Stuart Knill, of Blackheath.

DEATHS.

DART.—June 27, at Ringwood, Hants, Joseph Henry Dart, barrister-at-law, aged 70.
EDWARDS.—June 27, at Cirencester, George Thomas Edwards, barrister-at-law, of Queensborough-terrace, W., aged 51.
KNIGHT.—June 20, at Wimbledon-common, Finlay Knight, of the Inner Temple, aged 64.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

CONTENTS.

CURRENT TOPICS	597	A HISTORY OF SOLICITORS AND ATTORNEYS	598
RECTIFICATION OF DESCRIPTION UNDER THE LAND TRANSFER BILL	599	LEGAL NEWS	598
WILLS OF MARRIED WOMEN	599	COURT PAPERS	597
CORRESPONDENCE	600	WINDING-UP NOTICES	597
LAW SOCIETIES	594	CREDITORS' NOTICES	596
		BANKRUPTCY NOTICES	596

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s. 6d.; Country, 28s. 6d.; with the* WEEKLY REPORTER, *53s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

Where difficulty is experienced in procuring the Journal with regularity, in the Country, it is requested that application be made direct to the Publisher.

SCHWEITZER'S COCOATINA.
Anti-Dyspeptic Cocoa or Chocolate Powder.
Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.
The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."
Highly commended by the entire Medical Press.
Being without sugar, spice, or other admixture, it suits all palates, keeps for years in all climates, and is four times the strength of cocoas THICKENED yet WEAKENED with starch, &c., and IN REALITY CHEAPER than such Mixtures.
Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.
COCOATINA A LA VANILLE is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.
In tins at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.
Charities on Special Terms by the Sole Proprietor, H. SCHWEITZER & Co., 10, Adam-st., Strand, London, W.C.

FURNISH your HOUSES or APARTMENTS THROUGHOUT on MOEDER'S HIRE SYSTEM.
The original, best, and most liberal.
Founded A.D. 1868.
Cash prices. No extra charge for time given.
Particulars, estimates, Press opinions, testimonials post-free.
F. MOEDER, 248, 249, and 250, Tottenham-court-road, and 19, 20, and 21, Morwell-street, W. Established 1868.
ALSO for HIRE ONLY
TO H.R.H. THE PRINCE OF WALES.

BRAND AND CO.'S A1 SAUCE.

SOUPS, PRESERVED PROVISIONS.

POTTED MEATS and YORK and GAME PIES, also
ESSENCE OF BEEF, BEEF TEA.
TURTLE SOUP, and JELLY, and other
SPECIALITIES for INVALIDS.
CAUTION:—BEWARE OF IMITATIONS
Sole address
11, LITTLE STANHOPE STREET, MAYFAIR.

MADE WITH BOILING WATER.
EPPS'S
GRATEFUL—COMFORTING.
COCOA
MADE WITH BOILING MILK.

HODGKINSON & CO.'S
HAND-MADE BRIEF, FOOLSCAP, and other PAPERS.
THE MOST SUITABLE FOR SOLICITORS,
Can be obtained brough all Stationers.

EDE AND SON,
ROBE MAKERS,
BY SPECIAL APPOINTMENT,
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.
ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.
SOLICITORS' GOWNS.
Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.
CORPORATION ROBES, UNIVERSITY AND CLERGY GOWNS
ESTABLISHED 1689.
94, CHANCERY LANE LONDON.

UNTEARABLE LETTER COPYING BOOKS.
(HOWARD'S PATENT.)
1,000 Leaf Book, 5s. 6d.
500 Leaf Book, 3s. 6d.
English made.
THE BEST LETTER COPYING BOOK OUT.
WODDERSPOON & CO.,
7, SERLE STREET, AND 1, PORTUGAL STREET, LINCOLN'S INN, W.C.

SOAP. SOAP.
Pears'
SOAP. SOAP.

Works: Warrington.
Established 1815.
CROSFIELD'S "PERFECTION" SOAP.

Stephens' Inks

MILNER'S SAFES.

MILNER'S Strong, Holdfast, & Fire Resisting Safes & Banker's Strong Rooms.

	£ s.
MILNER'S DEED BOXES For Lawyers ... ... from	4 8
MILNER'S SAFES For Lawyers, specially fitted with japanned boxes from	8 16
MILNER'S SAFES For Books and documents ,,	8 16
MILNER'S SAFES For Church Plate ... ... ,,	19 5
MILNER'S SAFES For Jewellery ... ... ,,	16 10
MILNER'S SAFES For Registrars, specially fitted ... ... ,,	16 0
MILNER'S SAFES For Bankers... ... ... ,,	52 5
MILNER'S SAFES For Diamonds ... ... ,,	68 4
MILNER'S SAFE DEPOSITS	5,000 0

ILLUSTRATED DRAWINGS AND ESTIMATES FREE BY POST.

MILNER'S, 28, Finsbury-pavement, E.C.
MILNER'S, 28, Market-street, Manchester.
MILNER'S, 8, Lord-street, Liverpool.
MILNER'S, Phœnix Safe Works, Liverpool.

BY AUTHORITY.

The Companies Acts, 1862 to 1883.

Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in stock for immediate use.

MEMORANDA and ARTICLES OF ASSOCIATION speedily printed in the proper form for registration and distribution. SHARE CERTIFICATES, DEBENTURES, &c., engraved and printed. OFFICIAL SEALS designed and executed. No Charge for Sketches.

Solicitors' Account Books.

RICHARD FLINT & CO.

(Late ASH & FLINT),

Stationers, Printers, Engravers, Registration Agents,

49, FLEET-STREET, LONDON, E.C. (corner of Serjeants'-inn).

Annual and other Returns Stamped and Filed.

PARTRIDGE & COOPER,

LAW AND GENERAL STATIONERS,

1 & 2, CHANCERY LANE LONDON E.C.

Law Copying and Engrossing.

Deeds and Writings engrossed and copied on the Premises with punctuality and dispatch, at the lowest scale of charges. A good Discount allowed on agreed accounts

LAW PRINTING.

STATEMENTS OF CLAIM AND DEFENCE, AFFIDAVITS, and other PLEADING, Printed at 1s. per folio.
DEEDS, CONVEYANCES, MORTGAGES, &c., Printed in form for Registration.
Discount allowed for cash on agreed accounts.

LITHOGRAPHY.

ABSTRACTS, BRIEFS, PETITIONS, DRAFTS MINUTES OF EVIDENCE, Lithographed at reduced prices.
PLANS OF ESTATES, SPECIFICATIONS, BUILDING SOCIETIES' DEEDS, LEASES, &c., Lithographed with accuracy and dispatch.

PARCHMENT AND LEGAL PAPERS

Samples and Catalogues sent post-free.

DINNEFORD'S MAGNESIA

The best Remedy for

ACIDITY of the STOMACH, HEARTBURN, HEADACHE GOUT and INDIGESTION,

And safest Aperient for Delicate Constitutions, Ladies Children, and Infants.

DINNEFORD'S MAGNESIA

SIX per CENT. GUARANTEED MORTGAGE BONDS.

LOMBARD INVESTMENT COMPANY.

—Capital paid up, 1,000,000 dols.; Liability of Shareholders, 1,000,000 dols.; Surplus and Reserve, 250,000 dols.; Total, 2,250,000 dols. (£450,000).
Head Office—Boston, Mass., Mr. B. Lombard, jun., President.
Western Office—Kansas City, Mo., Mr. J. L. Lombard, Vice-President and Manager.
Sole Agent for Great Britain and Ireland—Mr. H. Ramsden (Ramsden & Austin, Solicitors), 150, Leadenhall-street, London, E.C.
The Company is prepared to receive money for investment in First Registered Mortgages of Freeholds in the States of the United States of America, for five years, yielding 6 per cent. interest, payable by coupons half-yearly in London, principal and interest guaranteed by the Company. For full information as to these investments apply to the London Office.

THE MORTGAGE INSURANCE CORPORATION, LIMITED.

AMOUNT OF CAPITAL SUBSCRIBED, £710,000
Offices of the Corporation—
Winchester House, Old Broad-street, E.C.
Rt. Hon. E. PLEYDELL BOUVERIE, Chairman.
Sir SYDNEY H. WATERLOW, Bart., Deputy-Chairman.
Policies are now being issued by this Corporation insuring Mortgages of Freehold and Leasehold Property, holders of Mortgage Debentures and Debenture Stock, against loss of principal and interest.
These Policies will be of especial advantage to Trustees who may be held responsible for losses consequent upon their Investments.
Mortgagors insuring with the Corporation will also be enabled to obtain Advances at the lowest possible rate of interest.
The Corporation also grants Policies to Leaseholders insuring the return of the Amount invested at the expiration of their leases or at any fixed periods.
For particulars and conditions of Insurance apply to the Secretary. By order,
JAS. C. PRINSEP, Secretary.

GUARDIAN FIRE and LIFE OFFICE.

Head Office—11, Lombard-street, London, E.C.
Law Courts Branch—21, Fleet-street, E.C.
Established 1821. Subscribed Capital, Two Millions.

DIRECTORS:

CHAIRMAN—BEAUMONT W. LUBBOCK, Esq.
DEPUTY-CHAIRMAN—JOHN B. MARTIN, Esq

Wm. Hill Dawson, Esq.	John Hunter, Esq.
Henry Bonham-Carter, Esq.	George Lake, Esq.
Charles F. Devas, Esq.	Rt. Hon. G. J. Shaw-Lefevre, M.P.
Alban G. H. Gibbs, Esq.	S. Hope Morley, Esq.
James Goodson, Esq.	Henry John Norman, Esq.
John J. Hamilton, Esq.	David Powell, Esq.
Thomson Hankey, Esq.	Augustus Prevost, Esq.
Richard M. Harvey, Esq.	John G. Talbot, Esq., M.P.
Rt. Hon. J. G. Hubbard, M.P.	Henry Vigne, Esq.

MANAGER OF FIRE DEPARTMENT—F. J. Marsden.
ACTUARY AND SECRETARY—T. G. C. Browne.

Share Capital at present paid up and invested	£1,000,000
Total Funds upwards of	3,999,000
Total Annual Income over	800,000

N.B.—Fire Policies which expire at MIDSUMMER should be renewed at the Head Office, or with the Agents, on or before the 9th day of JULY.

REVERSIONARY and LIFE INTERESTS in LANDED or FUNDED PROPERTY

or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1835. Capital, £500,000. Interest on Loans may be capitalized.

F. S. CLAYTON, } Joint
C. H. CLAYTON, } Secretaries

NORTHERN ASSURANCE COMPANY.

Established 1836.
LONDON: 1, Moorgate-street, E.C. ABERDEEN: 1, Union-terrace.
INCOME & FUNDS (1886):—

Fire Premiums	£582,000
Life Premiums	198,000
Interest...	13[illegible],000
Accumulated Funds	£3,297,000

ESTABLISHED 1851.

BIRKBECK BANK.—

Southampton-buildings, Chancery-lane.
THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.
TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below £100.
The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills or Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.
The BIRKBECK ALMANACK, with full particulars, post-free, on application.
FRANCIS RAVENSCROFT, Manager.

SALES BY AUCTION FOR THE YEAR 1887.

MESSRS. DEBENHAM, TEWSON,

FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., July 5	Tues., Aug 2	Tues., Oct 4
Tues., July 12	Tues., Aug 9	Tues., Oct 18
Thurs., July 14	Tues., Aug 16	Tues., Nov 8
Tues., July 19	Tues., Aug 23	Tues., Nov 22
Tues., July 26	Tues., Aug 30	Tues., Dec 13

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON,

FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for three stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

MESSRS. PUTTICK & SIMPSON, Literary

and Fine Art Auctioneers, 47, Leicester-square London, W.C., beg to inform Executors, Trustees, Solicitors, and the Trade, that their Season for the disposal by Auction of Libraries of Books and Music, Engravings, Paintings, and other works connected with the Fine Arts, Musical Instruments, and all descriptions of Valuable Property, will commence on October 17, and that their warehouses are open daily for the reception of goods consigned to them for sale.
Messrs. P. & S. will hold several important Sales during the Season, and will include small properties in appropriate Sales, thus affording the same advantages to small as to large consignments. Libraries and other properties catalogued, arranged, and valued for Probate and Legacy Duty, or for Public or Private Sale.

MESSRS. JOHNSON & DYMOND beg

to announce that their Sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.
The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.
In consequence of the frequency of their sales Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).
Sales of Furniture held at private houses.
Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 38 and 39, Gracechurch-street, E.C.
Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week Saturday excepted).

TO BANKERS, INSURANCE COMPANIES, SOLICITORS, and Others.—

A Fine Suite of Offices on the ground-floor in a handsome new building in Lincoln's-inn-fields, consisting of nine or ten large rooms, to be Let, suitable for the above, or they could be divided to suit intending tenants; an opportunity not often to be met with in this desirable locality; moderate rent.—Apply to the Attendant on the premises, 3 and 4, Lincoln's-inn-fields, or at the Collector's Office, 63 and 64, Chancery-lane, W.C.

OFFICES to be LET.—

Some splendid Rooms in a fine building close to the Law Courts, the Patent Office, and the Chancery-lane Safe Deposit; lighted by electric light, and with every convenience; moderate rent; well suited for a solicitor, law stationer, or patent agent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

LAW STATIONERS, PRINTERS, and

Others.—Convenient Premises to be Let in Chancery-lane, in a fine building close to the Law Courts and the Chancery-lane Safe Deposit; lighted by electric light, and fitted with every convenience; moderate rent.—Apply at once at the Collector's Office, in the Hall of 63 and 64, Chancery-lane, W.C.

RESIDENTIAL CHAMBERS to be LET,

close to the Law Courts; fitted with every convenience; lighted by electric light; moderate rent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

OFFICES and CHAMBERS, close to the

New Law Courts, to be Let in a newly-erected and handsome building; rooms, £10 to £30 per annum; suites at a reduction.—Apply, New-inn-chambers, Strand (nearly opposite New-inn); or to Messrs. COLLINS & COLLINS, Surveyors, 14, Cockspur-street, Pall Mall, S.W.